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Attorney for Defendants Mitchell Clout  
And Koil Content Creation Pty Ltd.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

THAT ONE VIDEO  
ENTERTAINMENT, LLC, a California  
limited liability company,

Plaintiff,

v.

KOIL CONTENT CREATION PTY  
LTD., an Australian proprietary  
limited company doing business as  
NOPIXEL; MITCHELL CLOUT, an  
individual; and DOES 1-25,  
inclusive,

Defendants.

Case No. 2:23-CV-02687 SVW  
(JCx)

Hon. Stephen V. Wilson

DECLARATION OF KEITH L.  
COOPER IN SUPPORT OF  
DEFENDANTS MOTION FOR  
ATTORNEY'S FEES; EXHIBIT

[Filed or lodged concurrently  
herewith: (1) Notice of Motion and  
Motion; (2) [Proposed] Order; and  
(3) Larry Zerner Declaration.]

Date: December 9, 2024  
Time: 1:30pm  
Place: Courtroom 10A

Action Filed: April 10, 2023  
Trial Date: Not Set

**DECLARATION OF KEITH L. COOPER**

I, Keith L. Cooper, declare as follows:

1. I am an attorney duly admitted to practice before this Court. I am a partner with Cooper & Iravani, LLP, attorneys for Defendants Koil Content Creation Pty. Ltd. *and* Mitchell Clout (collectively, the “Defendants”). I have personal knowledge of the facts set forth herein and if called as a witness, I could and would competently testify to them.

2. I am submitting this declaration in support of Defendants Motion for Attorney's Fees (the “Fee Motion”).

**Pre-Litigation History**

3. Defendants first learned of Plaintiff’s claims on January 9, 2023, when Plaintiff’s Counsel sent a pre-litigation demand letter *on behalf of Daniel Tracey* (***not*** Plaintiff TOVE). This letter demanded that Defendants "cease and desist" from making allegedly defamatory statements about Tracey. Notably, there was no mention of copyright infringement. Instead, the letter requested Defendants to: “(1) immediately remove any and all defamatory statements still residing online; (2) publish statements on behalf of NoPixel and yourself, individually, retracting the allegation that Mr. Tracey caused a data breach; (3) cease and desist from any further statements or actions online that would support or otherwise advance the false claim that Mr. Tracey caused a data breach; and (4) provide our office with written assurance of your completion of the above items within 5 days of the date of receipt of this correspondence.” A true and correct copy of this letter is attached as **Exhibit 1**.

4. By letter dated January 23, 2023, Defendants’ counsel sent Plaintiff’s counsel a detailed response addressing Plaintiff’s claims—particularly those related to IP ownership—and explaining why these claims were without merit. Defendants informed Plaintiff that, under the NoPixel Server’s Terms of Service, which Mr.

Tracey agreed to on April 22, 2020, any contributions made by Mr. Tracey were subject to a non-exclusive, irrevocable license granted to NoPixel. Defendants further noted in this letter that Plaintiff's ownership claims conflicted with established copyright principles, as ideas and concepts are not copyrightable under Section 102 of the U.S. Copyright Act. Additionally, Defendants pointed out the lack of evidence supporting Plaintiff's assertion that a third-party company held ownership over Mr. Tracey's contributions. Defendants urged Plaintiff's counsel to consider their obligations under Rule 11 of the Federal Rules of Civil Procedure before pursuing further action. A true and correct copy of this January 23, 2023 response letter is attached hereto as **Exhibit 2**.

5. Following the January 23<sup>rd</sup> letter, and unsatisfied with Defendants' response, Plaintiff's counsel wrote again, this time alleging "copyright infringement" and *indicating* representation of both Plaintiff TOVE and Mr. Tracey. However, Plaintiff's counsel merely "renewed" Tracey's initial demand to retract the allegedly defamatory statement. A true and correct copy of this correspondence is attached hereto as **Exhibit 3**.

6. Despite introducing a copyright infringement allegation, Plaintiff's counsel continued to request the same relief: retraction of the statement. See Exhibit 3. This suggests that the copyright infringement claim may have been introduced solely to prompt Defendants to retract the statement that TOVE and Tracey considered defamatory.

7. On April 10, 2023, Plaintiff filed a Complaint in the United States District Court for the Central District of California, this time solely representing TOVE and asserting three causes of action, with Mr. Zerner subsequently engaged as lead litigator and Of Counsel.

### **The Reasonableness of the Hourly Rates Charged**

1           8. Defendants' counsel consistently staffed this matter with the original  
2 team since day one of pre-litigation, maintaining continuity and efficiency  
3 throughout the litigation. The legal team comprised of partner, Keith Cooper and  
4 associate Katayoon Iravani, with Larry Zerner as the lead litigator. This small but  
5 dedicated team handled all aspects of the defense from start to finish, ensuring cost-  
6 effective management despite the demands and complexity of the case.

7           9. I have 30 years of experience in intellectual property and litigation,  
8 having previously served as a partner at Morrison Cooper LLP and Morrison  
9 Rothman LLP, and currently as a partner at Cooper & Iravani, LLP. I am admitted  
10 to practice in California. I have been involved in this matter since its inception in  
11 January 2023, initially overseeing pre-litigation efforts and working alongside Mr.  
12 Zerner and Ms. Iravani when the case phased into litigation. I contributed my  
13 expertise in intellectual property and litigation while directly supervising our team.  
14 Although my average billing rate was \$525 per hour, I did not bill for many of my  
15 contributions, underscoring my commitment to efficient case management. My  
16 initials, "KC," appear on the time records, which are accurately noted in the  
17 attached invoices. A true and correct copy of all invoices related to this matter, not  
18 including the time spent in preparing this Fee Motion is attached as **Exhibit 4**.

19           10. Defendants' lead counsel, Larry Zerner, is a seasoned attorney with 33  
20 years of experience in entertainment and intellectual property litigation, admitted to  
21 practice in California. He serves as Of Counsel to Cooper & Iravani, LLP, and  
22 formerly with the firms Morrison Cooper LLP and Morrison Rothman LLP. His  
23 expertise and experience have been invaluable to the defense of this matter, as he  
24 provided strategic oversight on all litigation phases. Mr. Zerner applied his standard  
25 billing rate of \$525 per hour. As Of Counsel at Morrison Cooper LLP and Morrison  
26 Rothman LLP, Mr. Zerner would submit invoices from his law practice, which the  
27 firm administrators and paralegals would then incorporate into the firm's invoices,  
28

1 issued on the firm's letterhead and inputted with their names. For the avoidance of  
2 doubt, the descriptions for the billing entries also reflect Mr. Zerner's name and  
3 time.

4 11. Katayoon Iravani, currently a third-year associate and a 2019 graduate  
5 of Loyola Law School, was previously with Morrison Cooper LLP (and Morrison  
6 Rothman LLP), and is now with Cooper & Iravani, LLP. Ms. Iravani handled this  
7 matter from the initial pre-litigation discussions with Plaintiff's counsel through  
8 every stage of litigation, working under the supervision of both Mr. Zerner and  
9 myself. Billing at an average rate of \$425 per hour, Ms. Iravani has been actively  
10 involved and integral in defending against Plaintiff's claims, preparing motions,  
11 discovery, and correspondence throughout the case. Ms. Iravani's initials on the  
12 billing invoices are "KI."

13 12. Kylie Sanders, whose initials in the invoices are "KS," performed  
14 majority of the paralegal work for this matter. She managed case files, conducted  
15 thorough document review, and handled essential correspondence at each stage of  
16 the dispute. Other paralegals assisted with research and investigative tasks;  
17 however, Ms. Sander's substantial contributions were integral to our defense  
18 strategy.

19 13. Prior to drafting this declaration, I researched the hourly rates charged  
20 by partners, associates, and paralegals with comparable experience and expertise at  
21 similar law firms in the Los Angeles area. I also reviewed recent fee declarations  
22 filed in federal cases through PACER, including relevant court decisions from this  
23 court, the Central District of California.

24 14. Based on these standards, and the reasons mentioned above, the hourly  
25 rates charged by our team—including myself, Ms. Iravani, and lead litigator Mr.  
26 Zerner—are reasonable and consistent with prevailing rates for attorneys with  
27 comparable experience in the region.  
28

15. Given this market research, I believe in good faith that our team's customary rates for this matter are reasonable and align with the standard billing practices in the Los Angeles legal community for attorneys at similar levels and with comparable expertise.

## Summary of Time Spent

16. In support of this Fee Motion, I attached as **Exhibit 4** a true and accurate account of all time billed by the firms for this matter from January 2023 through October 2024, excluding time spent preparing this Fee Motion.

17. Time entries were redacted solely to preserve the confidentiality of attorney-client privileged communications and attorney work product. Each entry outlines the services provided, identifies the responsible attorney, specifies the hourly rate billed to Defendants, and records the time dedicated to each task. We ensured there was no duplication of effort or “double billing” for the same work. Exhibit 4 substantiates Defendants' request for **\$222,183.42** in attorneys' fees, *excluding* the time spent on this Fee Motion, and Defendants reserve the right to adjust this amount as necessary.

18. There is no question that Defendants' counsel expended a significant amount of time defending against Plaintiff's claims from January 2023 (when Plaintiff first asserted its claims) through October 24, 2024 (when the Court granted and entered the MSJ). Over the duration of this period, Defendants' counsel billed the following aggregate hours:

Attorney/Staff	Hours
Larry Zerner (Lead Litigator)	156.9
Keith L. Cooper (Partner)	64.7
Katayoon Irvani (Associate)	123.6
Kylie Sanders (Paralegal)	16.7
Ryan O'Connor (Paralegal)	0.7
Conor McClelland (Paralegal)	0.5
Wileen Leu (Senior Counsel)	0.3
Sean Ulrich (Senior Counsel)	0.4
<b>Total Hours</b>	<b>363.8</b>

19. In support of this Fee Motion, I attached hereto as **Exhibit 5** a true and accurate account of all recoverable costs that our firms billed in connection with this matter from its inception in January 2023 through October 2024, *not* including any costs incurred in preparing this Fee Motion. The costs comprise, among other things, (i) parking, (ii) PACER charges, (iii) FedEx charges associated with service of court filings, (iv) fees paid to a court reporter service for court reporting and transcriptions in connection with the four depositions taken in discovery, (v) expert witness retention and supplemental costs, and (vi) FedEx charges associated with subpoenas. The total costs billed to the client are: **\$43,917.24**.

20. Defendant incurred approximately \$10,395.00 in fees related to researching, drafting, and finalizing this Fee Motion and its supporting papers, including the declaration and attached exhibits prepared by myself and Ms. Iravani. To date, Mr. Zerner has expended approximately 2.8 hours, I expended approximately 12.2 hours and Ms. Iravani expended approximately 16.7 hours in preparing this Fee Motion and supporting documentation. This results in a total request of **\$232,578.42** in attorneys' fees and costs for this litigation from inception through the preparation and filing of this Fee Motion.

I declare under penalty of perjury that the foregoing is true and correct. This declaration was executed on November 7, 2024, in Los Angeles, California.

By: /s/Keith Cooper

Keith L. Cooper

# EXHIBIT 1





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www.AltViewLawGroup.com

## CONFIDENTIAL SETTLEMENT COMMUNICATION

January 9, 2023

**Via E-Mail**

Mitchell Clout  
koiltwitch@gmail.com

**RE: Demand To Immediately Cease and Desist**

Mr. Clout:

Our office has been retained as litigation counsel to Danny “DW” Tracey, regarding various false and defamatory statements you have made about him both individually and via the Grand Theft Auto V (the “Game”) role-play server entitled “NoPixel” (the “NoPixel Server”). Accordingly, and pursuant to the California Civil Discovery Act, you are hereby on notice of potential litigation against you, and are therefore required to preserve, and not destroy, conceal, or alter, any communications or documents relevant to this matter. Additionally, please direct all further communications concerning this matter to the undersigned.

As you know, Mr. Tracey is a software engineer who serves as Lead Developer for the media production company That One Video Entertainment, LLC (the “Company”). We are aware that, in or about early 2020, you granted Mr. Tracey access to the NoPixel Server to work with him on developing code therefore, and that a significant portion of the code developed for the most recent version of the Game, as played on the NoPixel Server, derives from Mr. Tracey’s proprietary ideas, concepts and labor. As you also know, Mr. Tracey has gained significant notoriety from streaming his Game interactions on the NoPixel Server via Twitch, where Mr. Tracey has amassed approximately 245,000 followers.

It has come to our attention that, on or about December 28, 2022, you inexplicably removed Mr. Tracey from the NoPixel Server and community, which removal was visible to all other community members. Thereafter, you caused the NoPixel Server to issue a demonstrably false statement that a “former NoPixel employee” had allegedly caused a data breach. Following such public statement, you also made further false statements in your personal capacity to the NoPixel staff, as well as the general public via Twitch (collectively, the “Defamatory Statements”), which directly identified Mr. Tracey as the “former NoPixel employee” responsible for the alleged data breach.

Please be advised that the Defamatory Statements are objectively and provably false, as Mr. Tracey was never an employee of NoPixel, and could not have caused a data breach based on the authority Mr. Tracey had been granted to him as a developer of the Game on the NoPixel Server. Indeed, Mr. Tracey was not an employee of NoPixel because he is already gainfully employed as Lead Developer for the Company. It should also be noted that, given the terms of Mr. Tracey's employment with the Company, all of Mr. Tracey's contributions to the most recent version of the Game, as it exists on the NoPixel Server, is owned exclusively by the Company and entitles the Company to a claim for all such IP.

Given that the Defamatory Statements are false, and therefore tend to subject Mr. Tracey to public hatred, ridicule and/or contempt, all of such Defamatory Statements constitute defamation *per se*, and subject you to liability under California law. *See Bartholomew v. YouTube, LLC* (2017) 17 Cal.App.5th 1217, 1232. The harm to Mr. Tracey's reputation as a software engineer and game developer is significant, given the serious nature of the accusation leveled against him. Mr. Tracey has also lost significant streaming revenue since being unjustifiably removed from the NoPixel Server and community.

Accordingly, we hereby demand that you: (1) immediately remove any and all Defamatory Statements still residing online; (2) publish statements on behalf of NoPixel and yourself, individually, retracting the allegation that Mr. Tracey caused a data breach; (3) cease and desist from any further statements or actions online that would support or otherwise advance the false claim that Mr. Tracey caused a data breach; and (4) provide our office with written assurance of your completion of the above items **within 5 days of the date of receipt of this correspondence.**

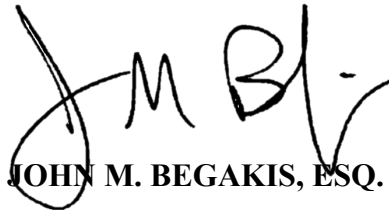
Failure to timely comply with all of the above will leave our office with no choice but to proceed more formally against you to recover damages incurred by Mr. Tracey. In such an action, you may also be held liable for Mr. Tracey's attorneys' fees and costs incurred in pursuit of such damages. And, in the likely event that a judgement is entered against you, our office will not hesitate to proceed to enforce said judgment against your personal assets until the judgment, including all post-judgment interest, is satisfied in full.

Please understand that this law firm does not attempt to restrict constitutionally protected truthful statements, or statements of opinion. However, your actions in making demonstrably false statements about Mr. Tracey online have caused damage to his professional reputation and will result in significant and quantifiable monetary harm to Mr. Tracey if our demands set forth herein are not timely met. We trust that you understand the serious nature of this matter and look forward to your anticipated cooperation.

Nothing contained herein or omitted herefrom is intended, nor shall be construed, to operate as an admission, limitation, or waiver of any of Mr. Tracey's rights, remedies or defenses, at law and/or in equity, all of which are hereby expressly reserved. Additionally, this letter is a legal communication deemed "strictly confidential" and any publication, dissemination, or

broadcast of all or any portion of the same will constitute a breach of confidence and a violation of the U.S. Copyright Act, and you are therefore expressly prohibited from publishing this letter in whole or in part, in a written posting, online video, or via any other means of dissemination. Should you have any questions regarding anything contained herein, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "JMB". The signature is stylized with a large, sweeping initial "J" and a distinct "B".

**JOHN M. BEGAKIS, ESQ.**

# EXHIBIT 2

## MORRISON ROTHMAN

**Katayoon Irvani**  
Morrison Rothman LLP

January 23, 2023

John M. Begakis  
AltView Law Group  
12100 Wilshire Blvd., Suite 800  
Los Angeles, CA 90025

Sent via email only: [john@altviewlawgroup.com](mailto:john@altviewlawgroup.com)

RE: Danny Tracey ("Mr. Tracey") Allegations and Cease and Desist

***CORRESPONDENCE PURSUANT TO CA. EVID. CODE §1152***  
***CORRESPONDENCE PURSUANT TO FRE 408.***

Dear Mr. Begakis,

We appreciate your patience in providing us time to review the claims and allegations raised in your January 9, 2023 letter. As you are now aware, we represent both Mitchell Clout and Koil Content Creation PTY LTD (collectively "NoPixel") in this matter. We had time to review your letter and the statements made within, and at the outset, it is important to note that your letter fails to include substantial information and facts to satisfy either a *defamation per se* claim or *defamation per quod* claim. Nonetheless, our intent here is to clarify the facts. Notwithstanding the above, I will address each allegation in your letter as follows, using the capitalized terms included in your letter:

**1. Mr. Tracey's Relationship with the NoPixel Server and That One Video Entertainment LLC**

You contended NoPixel "knew" that Mr. Tracey was a "software engineer" who served as a "Lead Developer" for the company That One Video Entertainment LLC (the "Third-Party Company"). To begin, there is nothing under the law that restricts any worker from being employed by only one company. Nonetheless, NoPixel did not "know" that Mr. Tracey was in fact "gainfully employed" by another company, let alone as a "Lead Developer" for the Third-Party Company. Despite the statements contained in your letter, Mr. Tracey continuously held himself out to the public as a "NoPixel Developer" without any mentions of his role at the Third-Party Company, as seen on his Twitter Bio and Twitch Bio. See attached **Exhibit A**, screenshot of Mr. Tracey's Twitter and Twitch Bios screen captured on January 10, 2023.

Additionally, as recent as August 24, 2022, Mr. Tracey requested NoPixel to permit him to "leverage" his work on the NoPixel Server in "interviews" without any mentions of his employ with any other company, including the Third-Party Company. See attached **Exhibit B**, the August 24<sup>th</sup> message. Moreover, Mr. Tracey, participated in various interviews under the guise of a NoPixel developer without any mentions of his role at the Third-Party Company. In sum, Mr. Tracey continuously held himself out to the public as a NoPixel Server developer and he never mentioned to NoPixel or anyone else that he was working for the Third-Party Company at any time.

**2. The NoPixel Server Terms of Service, Mr. Tracey's Alleged Copyright Claims and the Twitch Streams**

***Terms of Service***

## MORRISON ROTHMAN

You mention Mr. Tracey was “inexplicably removed” from the NoPixel Server. However, NoPixel is under no legal or factual obligation to explain a removal of a user on the NoPixel Server. In fact, this is clearly expressed in the NoPixel Terms of Service, which Mr. Tracey acknowledged and agreed to on April 22, 2020. See attached **Exhibit C**, the NoPixel Terms of Service and Mr. Tracey’s Acceptance. According to the Terms of Service, users may be removed “with or without cause” and “with or without notice”. See ¶4 of the Terms of Service. Consequently, no further explanation is required. Nevertheless, NoPixel **was** justified in removing Mr. Tracey from the server, as discussed further below, when it was discovered that Mr. Tracey’s IP Address was directly linked to the data breach.

***Alleged Copyright Claims***

There are two inconsistent claims in your letter regarding IP ownership. On one hand, you claim that the alleged ideas and concepts of the Game by Mr. Tracey are his proprietary material, but on the other hand you claim that all of Mr. Tracey’s contributions are allegedly owned by the Third-Party Company. These two positions are irreconcilable.

***(1) Ideas and concepts are not copyrightable***

To begin, under Section 102 of the U.S. Copyright Act, ideas and concepts are not copyrightable. Although, the expression of such is. Assuming he offered any opinions or ideas, they are not protectable under U.S. Copyright law. To be protectable under copyright law, an author must make a creative contribution.

***(2) Creative contribution to the Game***

Even assuming that a creative contribution by Mr. Tracey was made (i.e., not merely ideas and concepts), there is no evidence that the Third-Party Company owns it. As you are aware, there are two ways the Third-Party Company would be able to own the derivative works created in the Game: (a) by employment or (b) a work-for-hire. Thus far, no evidence is presented indicating either, and therefore the claim lacks evidence.

Moreover, if there was a creative contribution made, Mr. Tracey expressly granted an irrevocable license to NoPixel for any and all contributions to the Game. Assuming your client was employed or had a work-for-hire arrangement, we will leave it to Mr. Tracey to explain to the Third-Party Company why he granted a license to NoPixel.

***(3) IP Ownership Standing***

At this juncture, *however*, among the factors mentioned above, Mr. Tracey conceded he does not own his contributions (of which we are not conceding that he did) when he stated the contributions are owned by the Third-Party Company that he allegedly works for. Therefore, as it currently stands, any alleged claims for IP ownership will not be further discussed because there is no indication that your office represents the Third-Party Company.

***(4) Mr. Tracey’s Granted License to NoPixel for the alleged creative contributions in the Game***

The NoPixel Server Terms of Service clearly indicates that each user who creates modifications to the NoPixel Server Game grants a non-exclusive, irrevocable license to NoPixel. Essentially, Mr. Tracey, similar to that of a NoPixel user, contributed and licensed his work to NoPixel on April 22, 2020.

***(5) Copyright and IP Ownership Conclusion***

In sum, ideas and concepts are not copyrightable. There is no evidence presented that the Third-Party Company owns any of Mr. Tracey’s alleged contributions to the NoPixel Game. Similarly, any contributions by Mr. Tracey were expressly licensed to NoPixel by Mr. Tracey. Consequently, we are unclear as to why you are raising any IP and/or copyright issues.

***Mr. Tracey’s Twitch Streams***

With regard to Mr. Tracey’s alleged loss of notoriety on Twitch, based on his streaming of the Game, it is unclear what the claim is. Mr. Tracey’s last Twitch stream was on December 6<sup>th</sup>, weeks *before*

## MORRISON ROTHMAN

his termination and the data breach. Consequently, Mr. Tracey stopped any activity on Twitch weeks before his termination and removal from the NoPixel Server.

In fact, Mr. Tracey exhibited an inconsistent streaming schedule for the last year, and, evidently struggled maintaining content on Twitch. He expressly stated it was due to reasons other than his removal from NoPixel. See attached **Exhibit D**, Mr. Tracey's September 1, 2022 Tweet. Despite the above, Mr. Tracey's access to the NoPixel Server could be removed at any time, without notice and for any reason by NoPixel under the Terms of Service.

In sum, any claims related to Mr. Tracey's loss of notoriety on Twitch, in not playing and/or streaming the Game, is entirely inconsequential and *moot*.

### **3. Mr. Tracey's Allegations of Defamation based on the alleged Defamatory Statements**

Mr. Tracey's defamation claims are based on certain statements made by NoPixel and Mr. Clout regarding the NoPixel Server data breach on December 28<sup>th</sup>. It is important to note, Mr. Tracey's legal name was not directly mentioned and/or identified in any statements, and therefore, Mr. Tracey's defamation claim is based on an unsubstantiated inference by others. In order for there to be a valid defamation by quod claim, Mr. Tracey must establish that people reasonably interpreted and understood the statement, including his removal from the server, to be that of Mr. Tracey who caused the data breach. Moreover, Mr. Tracey has not provided any evidence to substantiate his claim and/or damages. Even if he had, however, truth is an absolute defense, and in this case, NoPixel is aware of the IP Address used in the data breach, and that IP Address is tied to Mr. Tracey.

Furthermore, you expressed in your letter that NoPixel allegedly made "**objectively and provably false**" statements as a result. Although, the long-standing defamation standard in California is that a statement must be both **false and defamatory**, meaning Mr. Tracey would have to show that both statements are (a) false and (b) defamatory; and that such statements were not true. At this time, Mr. Tracey fails to establish a defamation claim against NoPixel because the statements made by NoPixel were true, and not false or defamatory.

To better understand the factuality of the statements made by NoPixel, it is best to analyze the statements as follows:

#### ***(1) The "Former Employee Statement"***

This statement is patently trivial as to the alleged falsity of it because it does not change the fact that Mr. Tracey was contracted by NoPixel to perform certain work on the NoPixel Server. Even if the statement was false, it is not "objectively and provably" defamatory. While we can debate if Mr. Tracey was an employee or a contractor, Mr. Tracey fails to explain or identify how the mischaracterization of his position at NoPixel is defamatory. Absent any demonstrable harm to his reputation, there is no claim for defamation.

#### ***(2) The "Data Breach" Statement***

On December, 28, 2022, Mr. Tracey was terminated from his position with the NoPixel Server based on irreconcilable differences. From the investigation, on the date of his termination, Mr. Tracey abused his access privileges by downloading software to access restricted areas on the NoPixel Server and, thereby conducting a "data dump." Mr. Tracey's unauthorized access to privileged information of all NoPixel users, amongst other forms of information, constituted a data breach under the law, which had to be investigated and reported to the public.

The unauthorized access by Mr. Tracey is evidenced by the stamping of his internet protocol address ("IP Address") on the NoPixel Server Authentication Log on December 28<sup>th</sup>, the day he was terminated. NoPixel knows that this is Mr. Tracey's IP Address based on the following: (1) Any IP Address on the NoPixel Server is captured and stored in live time, (2) Mr. Tracey's IP Address was captured every time he accessed the NoPixel Server, regardless of the reason for the access on the server, (3) he



## MORRISON ROTHMAN

downloaded certain applications in order to override the restricted access to the NoPixel Server information, as clearly reflected on the Authorization Log in our possession, **and** (4) his unauthorized access was reviewed and qualified by a NoPixel proficient coder on December 28<sup>th</sup>.

As you may be familiar with state and federal laws of the United States and Europe, the GDPR, CCPA and FTC require immediate investigation and disclosure to the public and its users for any breach of privileged data stored on any server. Despite NoPixel's reporting requirement, NoPixel endeavored to protect Mr. Tracey by not mentioning his name in connection with the data breach. You can understand how important user privacy is and why such actions have such severe consequences if and when a company does not fully investigate and publicly report it. Accordingly, for NoPixel to be compliant with **all** state, federal and other applicable laws, the disclosure was mandatory after the investigation revealed Mr. Tracey was the user who trespassed and thereby obtained information on the NoPixel Server.

#### **4. Defamation Per Se and Defamation Per Quod**

To ensure understanding of Mr. Tracey's claims under the California *defamation per se* and *defamation per quod* statutes and case law, it is best to understand what is legally required for any defamation claim.

##### **A. Defamation Per Se regarding the Defamatory Statements**

A statement is *defamation per se* if it defames the plaintiff on its face, that is, without the need for extrinsic evidence to explain the statement's defamatory nature. See Cal. Civ. Code §45(a). An allegation for a defamatory statement must be "a false and unprivileged publication by writing, printing, picture, effigy, or other fixed representation to the eye, which exposes any person to hatred, contempt, ridicule, or obloquy, or which causes him to be shunned or avoided, or which has a tendency to injure him in his occupation." See *Savage v. Pacific Gas & Elec. Co.* (1993). Under California law, *defamation per se* requires a reader of the publicized statement **to know that it was of that person without the introduction of any extrinsic evidence**. Meaning, a third-party, other than Mr. Tracey and NoPixel, would have to understand that (a) the statement was about Mr. Tracey and (b) such a statement was defamatory on its face causing damages to Mr. Tracey's reputation.

Here, Mr. Tracey was not directly mentioned, and the words "former employee" were used. While the removal of Mr. Tracey's account from the NoPixel Server was visible to the NoPixel community, users did not correlate or express it to be Mr. Tracey who in fact caused the data breach. Additionally, we are not aware of any injury to Mr. Tracey's occupation and/or reputation because as you mentioned, Mr. Tracey is "gainfully employed" by the Third-Party Company.

Typically, in the case of *defamation per se*, a plaintiff would not be required to prove damages. However, absent any evidence of extreme prejudice, Mr. Tracey may be entitled to only nominal damages. If Mr. Tracey intends to prove something other than nominal damages, he must prove actual damages to his reputation, which he fails to do.

##### **B. Defamation Per Quod**

If the statement is *defamation per quod*, and the defamatory character is not apparent on its face and requires an explanation of the surrounding circumstances to make its meaning clear (e.g., innuendos), **it is not libelous per se, and is not actionable without a pleading and proof of special damages**. See *Tonini v. Cevasco* (1896) 114 Cal. 266, 271; See also *Smith, supra*, 72 Cal.App.4<sup>th</sup> at 645; *Walker v. Kioussis* (2001) 93 Cal.App.4<sup>th</sup> 1432, 1441. To date, Mr. Tracey has not provided any actual damages, let alone special damages, to his reputation as a result of the alleged statements. Conversely, you made it clear in your letter that Mr. Tracey is still employed with the Third-Party Company as a "Lead Developer", and subsequently, any alleged harm from the statements made by NoPixel would affect his position with that Third-Party Company, which clearly is not the case.

Further, contrary to your assertions, a claim for both statements being false **and** defamatory is simply a blinded statement. The Authorization Log clearly shows Mr. Tracey unlawfully accessed the



## MORRISON ROTHMAN

NoPixel Server without any authorization, and thereby copied user information hours *after* his termination. Although, if Mr. Tracey's inclination is to pursue a defamation action based on these stretched out and unsubstantiated statements, it will leave NoPixel with no other choice than to pursue their available legal and equitable remedies as a result of Mr. Tracey's data breach. Albeit, if you have any information and documents showing otherwise, send it to our office for review.


**Conclusion**

In conclusion, (1) NoPixel will gladly remove any known statements directly referencing Mr. Tracey, however none are presently known to exist; (2) NoPixel cannot retract its statement because it is an absolute true statement that a former employee/contractor caused the data breach, which was reported as required by law; **and** (3) we will refrain from directly referring to Mr. Tracey in the future, except in the case of any external investigation of the data breach.

This letter is not intended as a complete recitation of the facts or issues. Nothing contained in or omitted from this letter should be deemed as an admission to any allegations or as a waiver of any rights or remedies with respect to the subject matter hereof and we expressly reserve all of our client's rights and remedies on its behalf. Please understand that this letter is made in the context of settlement discussions and therefore protected by *CA. Evid. Code §1152 AND FRE 408*. This letter serves as a notice to preserve any and all evidence, including but not limited to documents, materials, emails, text messages, and any other related information, in any form whatsoever, that may potentially be relevant to this subject matter, or discoverable in any potential action arising from this matter.

Sincerely,

**MORRISON ROTHMAN, LLP**



By: \_\_\_\_\_

Katayoon Iravani  
Attorney at Law

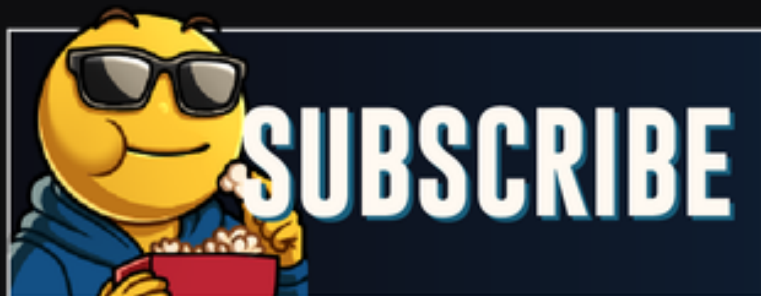
cc: Keith Cooper; Sean Ulrich



MORRISON ROTHMAN

**EXHIBIT A**

Twitch and Twitter Bio



GPU: 3080 Ti  
CPU: 5900X  
MOBO: ROG STRIX b550-f

Stream:

- NoPixel Development
- GTA5 / FiveM
- RDR2 / RedM
- Competitive eSports roleplay

Contact:

DW@28thave.com



Follow

**Dw**

@dwjft

Software Engineer - NoPixel Developer - Twitch Partner - [twitch.tv/dwjft](https://twitch.tv/dwjft) - Email:  
DW@28thave.com

📍 LDN - CA - NYC 🔗 [twitch.tv/dwjft](https://twitch.tv/dwjft) 📅 Joined April 2010

1 Following 48.2K Followers



Followed by Koil



MORRISON ROTHMAN

**EXHIBIT B**

8/24/22 DW Message to Mr. Clout



**Dw** 08/24/2022 11:11 AM

Case 2:23-cv-02687-SVW-JC Document 75-2 Filed 11/07/24 Page 22 of 113 Page  
ID #:1087

my visa timeline got fucked up, there's a 9 month gap where I would need to leave the US. we're applying for a new visa to bridge the gap, but it's a "gifted individual" one. part of the requirements is publicity, you cool with me leveraging my work on nopixel and talking about it in interviews etc?



MORRISON ROTHMAN

**EXHIBIT C**

NoPixel Server Terms of Service and Mr. Tracey's Acknowledgement  
Dated on April 22, 2020



Register

Welcome Guest, to NoPixel's Website.

GTA Standard Whitelisting is currently: **Closed!**

GTA Donator Whitelisting is currently: **Open! (Roughly 14-30 Days)**

Please pay attention to the forums and instructions given, donators still must apply like normal, they are just processed faster. If you do pass the application process, it may still take considerable time to join the server.

The process can be found here: <https://www.nopixel.net/upload/index.php?threads/civilian-application-template.116232/>

Home > **Help** >

## Terms and rules

### Help

Smilies

BB codes

Trophies

Cookie usage

**Terms and rules**

Privacy Policy

The providers ("we", "us", "our") of the service provided by this web site ("Service") are not responsible for any user-generated content and accounts. Content submitted express the views of their author only.

This Service is only available to users who are at least 18 years old. If you are younger than this, please do not register for this Service. If you register for this Service, you represent that you are this age or older.

All content you submit, upload, or otherwise make available to the Service ("Content") may be reviewed by staff members. All Content you submit or upload may be sent to third-party verification services (including, but not limited to, spam prevention services). Do not submit any Content that you consider to be private or confidential.

You agree to not use the Service to submit or link to any Content which is defamatory, abusive, hateful, threatening, spam or spam-like, likely to offend, contains adult or objectionable content, contains personal information of others, risks copyright infringement, encourages unlawful activity, or otherwise violates any laws. You are entirely responsible for the content of, and any harm resulting from, that Content or your conduct.

We may remove or modify any Content submitted at any time, with or without cause, with or without notice. Requests for Content to be removed or modified will be undertaken only at our discretion. We may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice.

You are granting us with a non-exclusive, permanent, irrevocable, unlimited license to use, publish, or re-publish your Content in connection with the Service. You retain copyright over the Content.

These terms may be changed at any time without notice.

If you do not agree with these terms, please do not register or use the Service. Use of the Service constitutes acceptance of these terms. If you wish to close your account, please contact us.

Home > **Help** >





Dw

Apr 22, 2020

Field name:

Accepted terms and rules

Old value:

New value:

Apr 22, 2020 at 4:43 PM

Field name:

Accepted privacy policy

Old value:

New value:

Apr 22, 2020 at 4:43 PM

Log out v2.1.7



MORRISON ROTHMAN

**EXHIBIT D**

9/1/22 DW Tweet re Stream Scheduling

**Dw**

@dwjft



Sorry for lack of streams, taking care of a bunch of stuff. Schedule going to be hit and miss for the next couple months. Also got the coding bug back, and last time I coded this much was back before 3.0. Enjoying that before burnout again <3.

10:53 AM · Sep 1, 2022

**22** Retweets**5** Quote Tweets**2,288** Likes

# EXHIBIT 3



12100 Wilshire Blvd., Suite 800  
Los Angeles, CA 90025  
Tel: 310.230.5580  
Fax: 562.275.8954  
www.AltViewLawGroup.com

## CONFIDENTIAL SETTLEMENT COMMUNICATION

February 6, 2023

### Via E-Mail

Katayoon Iravani, Esq.  
Morrison Rothman LLP  
10900 Wilshire Blvd., Ste. 930  
Los Angeles, CA 90024  
[kat@morrisonrothman.com](mailto:kat@morrisonrothman.com)

**RE: Danney Tracey v. Koil Content Creation PTY LTD, et al.**

Ms. Iravani:

We are in receipt of your January 23, 2023 correspondence, wherein you attempt to address the claims made by way of our initial January 9, 2023 cease and desist letter to your clients Mitchell Clout, an individual, and Koil Content Creation PTY LTD (collectively, “NoPixel”). Please allow this correspondence to address such response, and serve as a renewal of our demand that NoPixel issue a public retraction regarding its false statements about Mr. Tracey. We look forward to your prompt attention to this, in light of the fact that your office has now been given time to review the contents of our initial correspondence, and the merits of our claims.

### **1. TOVE’s Claim for Copyright Infringement**

First, please be advised that we now represent That One Video Entertainment, LLC, a California limited liability company (“TOVE”), with respect to any claims it may have against NoPixel for copyright infringement. For reference, Mr. Tracey entered into an employment relationship with TOVE on or about October 14, 2021 (the “Employment Agreement”), and it is pursuant to this Employment Agreement that TOVE believes it presently possesses a claim for ownership of any of Mr. Tracey’s contributions to the development of the Game, as it exists on the NoPixel server. Therefore, and as it currently stands now, all claims of IP ownership will be discussed hereby in connection with both of our clients’ respective claims against NoPixel.

While you suggest that Mr. Tracey’s contributions to the NoPixel server were “merely ideas and concepts,” you are no doubt aware that one’s contributions to a creative work need only contain a “modicum of creativity” to be protectable in and of themselves, and that under such standard “even a slight amount will suffice.” *Feist Publications, Inc. v. Rural Telephone Service Co.*, 499 U.S. 340 (1991). As set forth in our original correspondence, a significant portion of the code developed for the most recent version of the Game, as it exists on the NoPixel Server, derives

from Mr. Tracey's creative contributions, which are owned by TOVE. Since it appears that your "investigation" has failed to yield such information, we feel compelled to advise that we are in possession of multiple git repositories holding all of Mr. Tracey's contributions to Game, which we intend to submit in evidence should litigation of this dispute be necessary.

Likely understanding the utter disingenuousness of your assertion that Mr. Tracey did not provide any creative contributions to the Game, you also contend that whatever Mr. Tracey did contribute was perpetually licensed to NoPixel via its user terms of service. However, Mr. Tracey did not create a standard user account through the NoPixel website, as evidenced by the fact that his account name "Dw" contained too few characters to be registered as a new account through the site. Notwithstanding the dubious enforceability of such terms where no action has been taken to require users to affirmatively accept the same,<sup>1</sup> Mr. Tracey therefore did not accept such user terms of service when he joined the NoPixel server.

Instead, Mr. Tracey's account was manually created by another member of the NoPixel management team because Mr. Tracey was, by your own tacit admission, Lead Developer of the Game. Unlike other developers who worked on the NoPixel server, however, Mr. Tracey did not sign a Non-Disclosure Agreement or any other type of documentation that would have conveyed any rights in his creative contributions to NoPixel. Of course, even if the NoPixel standard user terms of service were enforceable here, they provide NoPixel with no cover by way of mandatory arbitration or limitation of liability language.

For all of the foregoing reasons, TOVE believes it possesses significant copyright infringement claims, and absolutely intends to bring any such viable claims against NoPixel if Mr. Tracey's reasonable demands brought by way of our initial January 9, 2023 correspondence are not met. Unlike Mr. Clout, TOVE is loyal to those who contribute to its success, and is prepared to do everything possible to aggressively protect the interests of Mr. Tracey, including by way of its own infringement claims, if necessary. TOVE also possesses significant resources that it is not afraid to expend to achieve a fair result in this dispute.

## **2. Mr. Tracey's Claim for Defamation**

With respect to Mr. Tracey's claim for defamation, you conspicuously avoid our assertion of fact that, following NoPixel's issuance of a false public statement, Mr. Clout made statements over Twitch directly identifying Mr. Tracey. This avoidance is telling, and likely results from your awareness that defamatory statements, as those made here when coupled with Mr. Clout's statements, can identify another, and therefore be actionable, "either expressly or by clear implication..." *Blatty v. New York Times Co.* (1984) 42 Cal.3d 1033, 1043 (emphasis added).

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<sup>1</sup> "[W]here a website makes its terms of use available via a conspicuous hyperlink on every page of the website but otherwise provides no notice to users nor prompts them to take any affirmative action to demonstrate assent, even close proximity of the hyper link to relevant buttons users must click on – without more – is insufficient to give rise to constructive notice." *Long v. Provide Commerce, Inc.* 245 Cal.App.4th 855 (2016).

Accordingly, Mr. Clout's public statements made in his capacity as NoPixel's principal, which directly identified Mr. Tracey as the "former NoPixel employee" responsible for the alleged data breach, create the clear implication that NoPixel's original public statement refers to Mr. Tracey.

You also claim that "[o]n December 28, 2022, Mr. Tracey was terminated from his position with the NoPixel Server..." Yet, you have provided no evidence that this alleged termination was formally made, or that Mr. Tracey even knew such termination had occurred to put him on notice that any further access of the NoPixel Server would be unauthorized. That you fail to provide any evidence establishing Mr. Tracey's formal termination and knowledge thereof, is precisely the crux of our position that the statements made by NoPixel about Mr. Tracey's unauthorized access to the NoPixel Server were provably false and therefore defamatory.

We also feel compelled to point out – given that such evidence will be presented in any lawsuit brought against NoPixel – that your characterization of NoPixel as merely endeavoring to conscientiously and cautiously "be compliant with all state, federal and other applicable laws" is in stark contrast to NoPixel's prior approach to actual data breaches. Indeed, in or about August of 2022, an individual scraped NoPixel's APIs using unauthorized credentials and obtained personally identifiable information concerning various members of the NoPixel community (including, without limitation, emails and twitter handles), yet failed to notify the NoPixel community thereof. While our office is in possession of evidence of the breach itself, please also be advised that NoPixel has actively deleted Discord communications with Mr. Tracey evidencing NoPixel's intentional and deliberate decision not to notify the NoPixel community of such breach, in violation of the California Discovery Act.<sup>2</sup>

### **3. Conclusion**

Accordingly, your response, while appreciated, has done nothing to address Mr. Tracey's legitimate claims and reasonable demands. If anything, such response has made clear to Mr. Tracey – and now TOVE – that NoPixel possesses no legitimate defenses to its wrongdoing, and litigation of such conduct may therefore be necessary. Nevertheless, Mr. Tracey's most important goal remains clearing his name, and we therefore hereby renew our demand that NoPixel publish statements on behalf of itself and its principal retracting the allegation that Mr. Tracey caused any data breach of the NoPixel server.

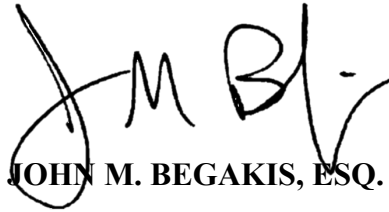
Should our office not receive written assurance that such action will be promptly taken **within 5 days of the date of this correspondence**, our office intends to commence litigation against both NoPixel and Mr. Clout. In the interim, nothing contained herein or omitted herefrom is intended, nor shall be construed, to operate as an admission, limitation, or waiver of any of Mr. Tracey's rights, remedies or defenses, at law and/or in equity, all of which are hereby expressly

---

<sup>2</sup> Should this matter proceed to litigation, as appears to be the case, NoPixel's spoliation of evidence will be established, and evidentiary sanctions will be obtained. *Williams v. Russ* (2008) 167 Cal.App.4th 1215, 1223.

reserved. Should you have any questions regarding anything contained herein, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "JMB". The signature is stylized with a large, sweeping initial "J" and a distinct "B".

**JOHN M. BEGAKIS, ESQ.**



# EXHIBIT 4

# Morrison Cooper

## Morrison Cooper LLP

## INVOICE

10900 Wilshire Blvd.  
Suite 930  
Los Angeles, 90024

accounting@morrisoncooper.com  
morrisoncooper.com  
O: (424) 333-9570

Number	4412
Issue Date	1/31/2023
Due Date	2/28/2023
Matter	Mitchell Clout - Hourly - Cease and Desist Demand Letter Response Draft
Email	

### Bill To:

Mitchell Clout



### Time Entries

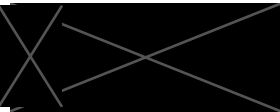
Time Entries	Billed By	Rate	Hours	Sub
Review/Analyze 1/10/2023 Read the Demand Letter and Client's supporting facts, Reviewed client's email thread of facts re Cease and Desist received from DW attorney and discussed with Partner; provided client with a receipt of the email and proposed a time for call to discuss  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.80	\$0.00
Review/Analyze 1/10/2023 Analysis and Review the Cease and Desist / Defamation claims alleged by the opposing attorney for DW and the client's supporting facts document in preparation of call with client	Katayoon Iravani	\$375.00	0.50	\$187.50
Communicate (with client) 1/11/2023 Call with client to discuss the DW Cease and Desist Letter	Katayoon Iravani	\$375.00	1.00	\$375.00
Communicate (with client) 1/11/2023 1-11-23 After Call Summary Email to Client with a list of requested documents to provide for the substantive response letter  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.20	\$0.00

Time Entries	Billed By	Rate	Hours	Sub
Review/Analyze 1/17/2023 Review and synthesize the raised legal claims in 1.9.23 Demand Letter in relation to client's provided information sent on 1.16.23	Katayoon Iravani	\$375.00	0.40	\$150.00
Review/Analyze 1/18/2023 Review of NoPixel Terms of Service and review of all the screenshots provided by client, including the various chats provided in preparation of the response letter after the analysis of the legal claims and case law cited in the demand letter	Katayoon Iravani	\$375.00	1.30	\$487.50
Draft/Revise 1/18/2023 Prepared the roadmap and outline of the substantive response letter to OPC re DW claims and allegations	Katayoon Iravani	\$375.00	1.00	\$375.00
Draft/Revise 1/19/2023 Draft Demand Letter re Defamation and Cease and Desist and finalize version 1 for senior counsel's review	Katayoon Iravani	\$375.00	4.30	\$1,612.50
Review/Analyze 1/20/2023 Review Senior Counsel edits and suggestions for revisions re certain sections of the letter pertained to copyright and defamation  TIME NOT BILLED	Katayoon Iravani	\$0.00	1.00	\$0.00
Draft/Revise 1/20/2023 Revise headers 1-4 in the substantive response letter (V2 draft) pursuant to senior counsel's review and edits  REVISED TO \$0 FOR HEADER REVISIONS	Katayoon Iravani	\$0.00	1.70	\$0.00
Review/Analyze 1/23/2023 Revise version 3 of the letter after Partner's initial review of the draft response	Katayoon Iravani	\$375.00	2.50	\$937.50
Review/Analyze 1/23/2023 Review of Version 3 of the draft response letter to OPC re DW defamation claims with Partner  TIME NOT BILLED	Katayoon Iravani	\$0.00	2.40	\$0.00
Draft/Revise 1/23/2023 Revise the draft response (V4) after client's feedback to the comment bubbles and after disclosing the DW disclosure by name on the live stream and reworking argument based on that feedback	Katayoon Iravani	\$375.00	1.00	\$375.00
Time 1/23/2023 Final review of V5 of the draft response, with client feedback incorporated, with Partner; assembled exhibits  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.60	\$0.00

Time Entries		Billed By	Rate	Hours	Sub
Time	Keith Cooper		\$575.00	1.10	\$632.50
1/23/2023 Analysis and review of initial draft of response letter, review of legal arguments and factual assertions, prepare revised draft of letter					
TIME REDUCED BY 50% FROM 2.2 TO 1.1					
Communicate (with client)	Katayoon Iravani		\$375.00	0.20	\$75.00
1/24/2023 Response email to client's 1-24-23 email re the response letter packet sent to OPC on 1-23-23					
<b>Time Entries Total</b>				<b>20.00</b>	<b>\$5,207.50</b>

Total (USD)	\$5,207.50
Payment 7324 2/27/2023	\$-3,207.50
Payment 7422 3/23/2023	\$-2,000.00
Balance	\$0.00
Total Outstanding	\$0.00

Wire Information:



Please email [accounting@morrisonrothman.com](mailto:accounting@morrisonrothman.com) with a confirmation number once the wire has been initiated.

## Trust Account Balance

Date	Item	Amount	Balance
10/4/2024	Current Balance		\$0.00

# Morrison Cooper

## Morrison Cooper LLP

## INVOICE

10900 Wilshire Blvd.  
Suite 930  
Los Angeles, 90024

accounting@morrisoncooper.com  
morrisoncooper.com  
O: (424) 333-9570

Number	4510
Issue Date	2/28/2023
Due Date	3/28/2023
Matter	Mitchell Clout - Hourly - Cease and Desist Demand Letter Response Draft
Email	[REDACTED]

### Bill To:


Mitchell Clout

### Time Entries

Time Entries	Billed By	Rate	Hours	Sub
Time 2/6/2023 Prepare outline for response to second demand letter for associate to prepare letter	Keith Cooper	\$575.00	1.30	\$747.50
Time 2/7/2023 Review of OPC's response letter dated on 2-6-23 ahead of discussion with client and preparation of the response letter  PARTNER TIME NOT BILLED	Katayoon Iravani	\$375.00	1.00	\$375.00
Communicate (with client) 2/7/2023 Call with [REDACTED] to discuss OPC's 2-6-23 Response Letter and the new claims alleged	Katayoon Iravani	\$375.00	1.00	\$375.00
Communicate (in firm) 2/7/2023 Call with Kat re: Copyright and Data Breach claim	Keith Cooper	\$0.00	0.60	\$0.00
Time 2/7/2023 Draft response letter introduction and conclusion	Keith Cooper	\$575.00	0.40	\$230.00
Communicate (with client) 2/8/2023 Strategy meeting	Keith Cooper	\$0.00	1.00	\$0.00

Time Entries	Billed By	Rate	Hours	Sub
Draft/Revise 2/8/2023 Draft Version 1 of the February 2022 Response Letter to Opposing Counsel addressing prior and new claims asserted in the 2-6 response letter received	Katayoon Iravani	\$375.00	5.30	\$1,987.50
Draft/Revise 2/9/2023 Revise version one of the drafted 2-9 response letter to opposing counsel addressing the various allegations asserted against NoPixel and Mitchell Clout and emailed to Partner and Senior Counsel for review	Katayoon Iravani	\$375.00	1.00	\$375.00
Draft/Revise 2/10/2023 Review and revise response to second demand letter to include substantive arguments on copyright law	Keith Cooper	\$179.69	1.60	\$287.50
Draft/Revise 2/10/2023 Review and grammatical edits to demand letter. Added substantive language regarding Anti-SLAPP lawsuits and potential conflict of interest due to Mr. Tracey's potential breach of employment contract	Sean Ulrich	\$475.00	0.40	\$190.00
Paralegal Work 2/10/2023 Assemble Exhibits into final PDF for KI review	Kylie Sanders	\$275.00	0.30	\$82.50
Draft/Revise 2/10/2023 Revise version 1 of the drafted response letter to OPC re DW claims and new allegations raised in 2-6-23 Response Letter received from OPC after Partner and Senior Counsel review and changes - emailed version 2 to client for review and approval	Katayoon Iravani	\$375.00	0.40	\$150.00
Draft/Revise 2/10/2023 Received [REDACTED] request to change the "removal of all DW content on NoPixel Server" to "most" as the company is still working on removal; updated other portions of the letter with that requested change; emailed client version 3 of the drafted response for approval before sending to opposing counsel	Katayoon Iravani	\$375.00	0.20	\$75.00
Communicate (with client) 2/13/2023 Review [REDACTED] request re the discussion of DW issue with NoPixel employees with senior counsel and responded to client with feedback but with a request to hold until Partner confirms next steps  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.10	\$0.00
Time 2/15/2023 Review correspondence between counsels re. copyright and defamation claims  (TIME NOT BILLED)	Wileen Leu	\$0.00	0.30	\$0.00
Time 2/17/2023 Call with associate to discuss proposed statement or communication to employees concerning dispute  TIME NOT BILLED	Keith Cooper	\$0.00	0.30	\$0.00

Time Entries		Billed By	Rate	Hours	Sub
Communicate (with client)		Katayoon Iravani	\$375.00	0.30	\$112.50
2/17/2023					
Response email to [REDACTED] disclosure to employee question re DW					
after discussion with Partner					
Time Entries Total				15.50	\$4,987.50

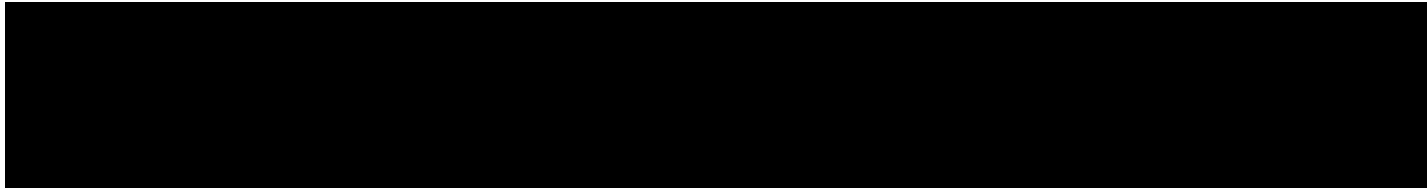
Total (USD)	\$4,987.50
	
Balance	\$0.00
Total Outstanding	\$0.00

Wire Information:



Please email [accounting@morrisonrothman.com](mailto:accounting@morrisonrothman.com) with a confirmation number once the wire has been initiated.

Trust Account Balance



# Morrison Cooper

## Morrison Cooper LLP

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O: (424) 333-9570

## INVOICE

Number	4617
Issue Date	3/31/2023
Due Date	4/21/2023
Email	XXXXXXXXXX

### Bill To:

Mitchell Clout



### Hourly - Cease and Desist Demand Letter Response Draft

#### Time Entries

Time Entries	Billed By	Rate	Hours	Sub
Communicate (in firm) 2/6/2023 Larry Zerner Time - Conference with Keith and Kat regarding NoPixel copyright infringement claim.	Larry Zerner	\$460.00	0.40	\$184.00
Time 2/7/2023 Analysis of Danny Tracy new demand letter and prepare outline for response for associate to prepare responsive letter.	Keith Cooper	\$575.00	1.10	\$632.50
Review/Analyze 2/7/2023 Larry Zerner Time - Review demand letters in NoPixel case. Discuss legal strategy with Kat regarding case.	Larry Zerner	\$460.00	0.40	\$184.00
<b>Time Entries Total</b>			<b>1.90</b>	<b>\$1,000.50</b>

Total for Hourly - Cease and Desist Demand Letter Response Draft	\$1,000.50
---	------------





# Morrison Cooper

## Morrison Cooper LLP

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Los Angeles, 90024

accounting@morrisoncooper.com  
morrisoncooper.com  
O: (424) 333-9570

## INVOICE

Number	4707
Issue Date	4/30/2023
Due Date	5/24/2023
Email	XXXXXXXXXX

### Bill To:

Mitchell Clout



## Hourly - Cease and Desist Demand Letter Response Draft

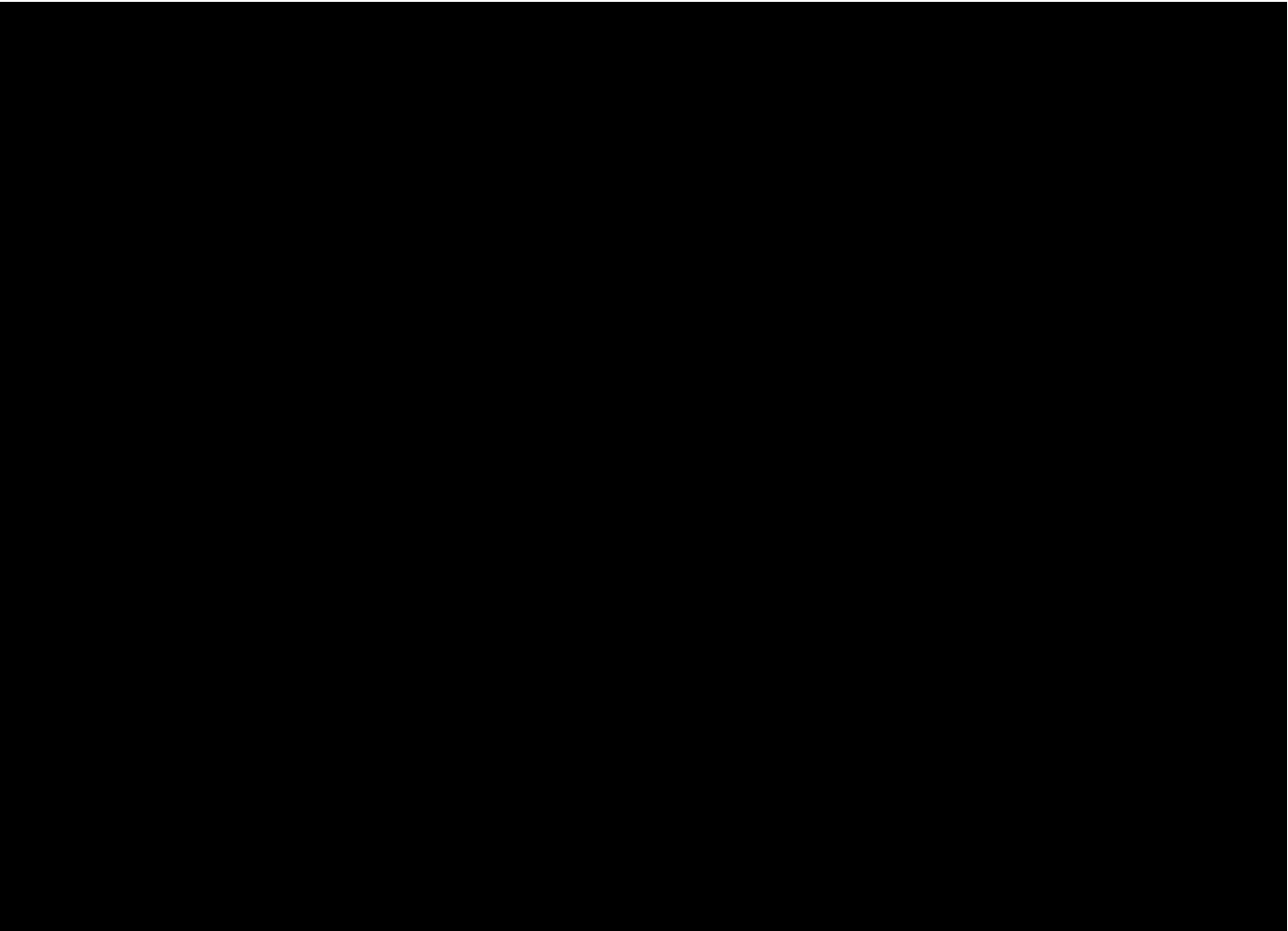
### Time Entries

Time Entries	Billed By	Rate	Hours	Sub
Time 4/12/2023 Call with Kat and Larry re: complaint v. Koil  NOT BILLED	Keith Cooper	\$0.00	0.20	\$0.00
Time 4/12/2023 Call with Sean, Larry, Kat to discuss responding to complaint  NOT BILLED	Keith Cooper	\$0.00	0.50	\$0.00
Review/Analyze 4/12/2023 Review the Complaint filed by OPC which was emailed on 4-12-23	Katayoon Iravani	\$375.00	0.20	\$75.00
Communicate (in firm) 4/12/2023 Internal call with Larry, Keith, and Sean re Complaint, Service of Process request, and next steps to propose to client  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.50	\$0.00

Time Entries	Billed By	Rate	Hours	Sub
Communicate (with client) 4/12/2023 Call to [REDACTED] status and next steps; didn't leave voicemail and sent email with follow up and [REDACTED] status  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.10	\$0.00
Communicate (with client) 4/12/2023 Forwarded the Complaint and OPC's 4-12 email to Client with the proposed next steps and the request to confirm service of process	Katayoon Iravani	\$375.00	0.20	\$75.00
Review/Analyze 4/12/2023 Review [REDACTED] feedback and highlights in preparation of call with the Client to discuss the next steps to the TOVE Complaint; provided [REDACTED] with a response and scheduling of the call  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.30	\$0.00
Communicate (in firm) 4/12/2023 Larry Zerner Time - Review complaint; Telephone conference with Kat and Keith regarding Complaint and case strategy.  Ref #095	Veronique D'Avignon	\$460.00	1.40	\$644.00
Communicate (other external) 4/13/2023 Response email to OPC with no authorization from the client for Service of Process with request to provide confirmation for acceptance/authorization of DW Service of Process  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.10	\$0.00
Communicate (with client) 4/14/2023 Larry Zerner Time - Telephone conference with Client regarding case.  Ref #095	Veronique D'Avignon	\$460.00	0.70	\$322.00
Time 4/14/2023 Meeting with [REDACTED] Larry and Kat re: complaint and potential responses/strategies related thereto  NOT BILLED	Keith Cooper	\$0.00	0.50	\$0.00
Communicate (with client) 4/14/2023 Call with Client, Larry Zerner and Keith re TOVE Complaint, Corporate details and the next steps for the Complaint filing and litigation strategy	Katayoon Iravani	\$375.00	1.00	\$375.00
Communicate (with client) 4/14/2023 4-14-23 After Call Summary with next steps and list of questions needing responses from Client's AUS counsel  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.20	\$0.00
Communicate (with client) 4/24/2023 Received and reviewed [REDACTED] email with [REDACTED] enforcement of US Judgments in AUS memorandum, with receipt of the word document with the conversations with Company staff	Katayoon Iravani	\$375.00	0.20	\$75.00

Time Entries		Billed By	Rate	Hours	Sub
Time		Katayoon Iravani	\$0.00	0.10	\$0.00
4/27/2023					
Checked PACER / Court Website to see if Proof of Service filed and responded to [REDACTED] 4-27 email with such update					
TIME NOT BILLED					
Time Entries Total				6.20	\$1,566.00

Total for Hourly - Cease and Desist	\$1,566.00
Demand Letter Response Draft	

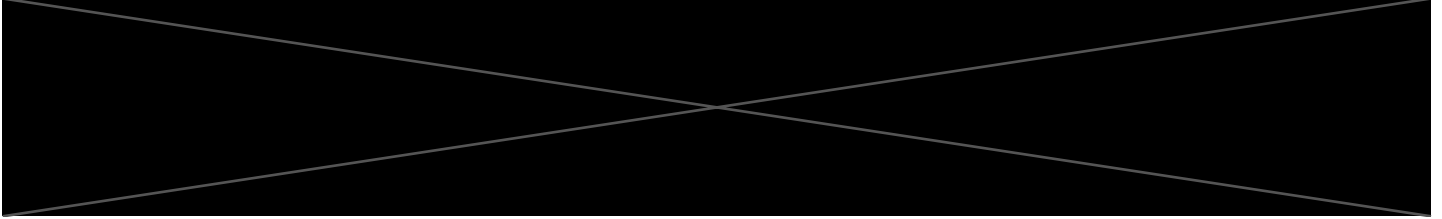


Wire Information:



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## Trust Account Balance



# Morrison Cooper

## Morrison Cooper LLP

10900 Wilshire Blvd.  
Suite 930  
Los Angeles, 90024

accounting@morrisoncooper.com  
morrisoncooper.com  
O: (424) 333-9570

## INVOICE

Number	4824
Issue Date	5/31/2023
Due Date	6/30/2023
Email	

### Bill To:

Mitchell Clout

### Hourly - Cease and Desist Demand Letter Response Draft

#### Time Entries

Time Entries	Billed By	Rate	Hours	Sub
Time 5/3/2023 Received [REDACTED] 5-3 email with DW Twitter and Reddit Post and responded with acknowledgement; discussed client options with Partner and Litigation Counsel  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.60	\$0.00
Communicate (with client) 5/3/2023 Provided substantive response and litigation feedback to [REDACTED] 5-3 emails re Reddit and DW Twitter post and provided date and time to schedule call to discuss with Larry and MoRo Team; received client feedback and call confirmation	Katayoon Iravani	\$375.00	0.40	\$150.00
Time 5/4/2023 Analysis of registrar of actions, Copyright Notification form and requirements, review allegations of complaint in preparation of discussion and client recommendations	Keith Cooper	\$575.00	0.40	\$230.00
Time 5/4/2023 Conference call with client and Zerner re: litigation strategy  TIME NOT BILLED	Keith Cooper	\$0.00	0.40	\$0.00

Time Entries	Billed By	Rate	Hours	Sub
Communicate (in firm) 5/4/2023 Review PACER Court Docket History, AO121 Form, and Senior Counsel and Partner discussion and review of Reddit and Twitter Post	Katayoon Iravani	\$375.00	0.80	\$300.00
Communicate (with client) 5/4/2023 Call with [REDACTED] Larry (Litigation Counsel), Partners (RM + KC) re DW Twitter and Reddit Posts and Litigation next steps while answering client questions	Katayoon Iravani	\$375.00	0.40	\$150.00
Time 5/11/2023 Received client's email on 5-11 re Service of Process in AUS for DW/TOVE Lawsuit and responded with questions re Service and Client emailed scanned pages of Service and reviewed ahead of response to Client	Katayoon Iravani	\$375.00	0.20	\$75.00
Communicate (in firm) 5/12/2023 Call with Larry Zerner (Litigation Counsel) and Partner re Litigation Strategy after service was made on Mitch and NoPixel and after receiving client emails on 5-13  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.20	\$0.00
Communicate (with client) 5/12/2023 Responded to Client's 5-12 email with Litigation Next Steps after discussion with litigation counsel re litigation strategy	Katayoon Iravani	\$375.00	0.10	\$37.50
<b>Time Entries Total</b>			<b>3.50</b>	<b>\$942.50</b>

Total for Hourly - Cease and Desist	\$942.50
Demand Letter Response Draft	

## Hourly - Tove v. NoPixel Litigation

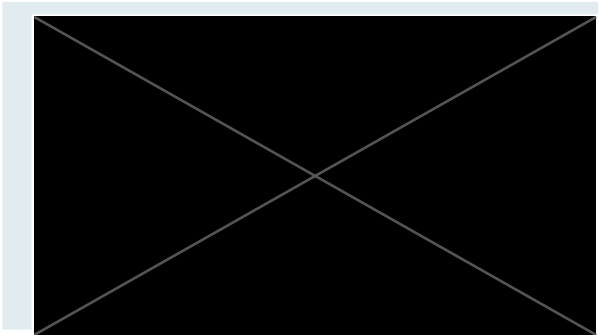
### Time Entries

Time Entries	Billed By	Rate	Hours	Sub
Communicate (with client) 5/3/2023 Larry Zerner Time - Respond to email from client; Telephone conference with Kat and Keith regarding case.  Ref #200	Veronique D'Avignon	\$525.00	0.30	\$157.50
Time 5/4/2023 Larry Zerner Time - Phone Call regarding Posting of Complaint.  Ref #200	Veronique D'Avignon	\$525.00	0.40	\$210.00

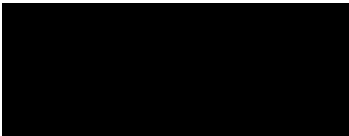
Time Entries	Billed By	Rate	Hours	Sub
Review/Analyze 5/15/2023 Larry Zerner Time - Review complaint; Email correspondence with client regarding questions about the complaint.  Ref #200	Veronique D'Avignon	\$525.00	0.80	\$420.00
Review/Analyze 5/16/2023 Larry Zerner Time - Review documents sent by Koil. Email correspondence with Koil regarding agreement with Daniel.  Ref #200	Veronique D'Avignon	\$525.00	0.50	\$262.50
Time 5/16/2023 Review Larry's substantive email on May 15th re research needed for litigation and facts needed from client	Katayoon Iravani	\$375.00	0.20	\$75.00
Review/Analyze 5/17/2023 Review Larry's email with the drafted letter to DW on 5-17 for feedback and edits.  TIME NOT BILED	Katayoon Iravani	\$0.00	0.10	\$0.00
Review/Analyze 5/17/2023 Review Larry's 5-15 email with various questions re DW and TOVE involvement on NoPixel Server and provided feedback based on all information client provided and OPC provided in demand letters and responses	Katayoon Iravani	\$375.00	0.40	\$150.00
Review/Analyze 5/17/2023 Review Staff Conversations from 12-29-22 [REDACTED] provided for litigation prep	Katayoon Iravani	\$375.00	0.30	\$112.50
Draft/Revise 5/17/2023 Larry Zerner Time - Draft letter to Daniel Tracey regarding lawsuit.  Ref #200	Veronique D'Avignon	\$525.00	0.60	\$315.00
Draft/Revise 5/19/2023 Larry Zerner Time - Finalize and send letter to Daniel Tracey. Send letter to opposing counsel regarding motion to dismiss.  Ref #200	Veronique D'Avignon	\$525.00	0.30	\$157.50
Time 5/19/2023 Review Litigation counsel notes and requested feedback with Partner and provided substantive feedback to Litigation Counsel re contractual relationship between TOVE x NoPixel x DW after receiving client screenshots of Discord Messages from 2021 and 2022 between DW and Mitch	Katayoon Iravani	\$375.00	0.60	\$225.00
Time 5/24/2023 Larry Zerner Time - Conduct meet and confer conference with TOVE's lawyer regarding motion to dismiss; Telephone conference with Keith regarding case.  Ref #200	Veronique D'Avignon	\$525.00	0.70	\$367.50

Time Entries	Billed By	Rate	Hours	Sub
Plan and Prepare 5/25/2023 Larry Zerner Time - Prepare stipulation for extension of time to file Response  Ref #200	Veronique D'Avignon	\$524.00	0.50	\$262.00
Communicate (in firm) 5/31/2023 Call with [REDACTED] and LZ re litigation next seps after OPC Meet & Confer re motion to dismiss  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.50	\$0.00
Communicate (other external) 5/31/2023 Larry Zerner Time - Conference call with [REDACTED] Keith and Kat about case.  Ref #200	Veronique D'Avignon	\$525.00	0.60	\$315.00
Time Entries Total			6.80	\$3,029.50

Total for Hourly - Tove v. NoPixel Litigation	\$3,029.50
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Trust Account Balance

Date	Item	Amount	Balance
8/14/2023	Current Balance		\$0.00




# Morrison Cooper

## Morrison Cooper LLP

## INVOICE

10900 Wilshire Blvd.  
Suite 930  
Los Angeles, 90024

accounting@morrisoncooper.com  
morrisoncooper.com  
O: (424) 333-9570

Number	4948
Issue Date	6/30/2023
Due Date	7/25/2023
Matter	Mitchell Clout - Hourly - Tove v. NoPixel Litigation
Email	

### Bill To:

Mitchell Clout



### Time Entries

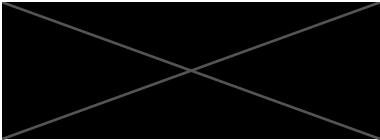
Time Entries	Billed By	Rate	Hours	Sub
Research/Investigation 6/6/2023 Research Larry's Question re Federal Court and subject matter jurisdiction if copyright (fed claim) is dismissed and only state claim(s) remain; provided Larry limited research findings for review	Katayoon Iravani	\$375.00	0.40	\$150.00
Review/Analyze 6/9/2023 Review of Larry's 6-9 emails (2 emails) to Client requesting feedback for DW Acceptance of Terms of Service (2020) and Scheduling Call for Declaration for MTD  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.10	\$0.00
Communicate (with client) 6/12/2023 Call with Mitchell and Larry Zerner re next steps for litigation (motion to dismiss) and TOVE invoices	Katayoon Iravani	\$375.00	0.60	\$225.00
Communicate (with client) 6/12/2023 6-12-23 After Call Summary with requests for confirmation and feedback to Client re TOVE Invoices and DW Messages re TOVE Invoices	Katayoon Iravani	\$375.00	0.20	\$75.00

Time Entries	Billed By	Rate	Hours	Sub
Review/Analyze 6/12/2023 Review [REDACTED] Discord Messages on 6-12 and Response email to 6-12 After Call Summary with additional screenshots and information re DW x TOVE Invoices and additional Discord Messages  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.10	\$0.00
Research/Investigation 6/14/2023 Paralegal research regarding who owns license to employee's work product.	Ryan O'Connor	\$275.00	0.70	\$192.50
Communicate (with client) 6/22/2023 Call with Client re FiveM Notification of DW Data Breach	Katayoon Iravani	\$375.00	0.40	\$150.00
Time 6/26/2023 Analysis of Motion to Dismiss, TOVE Opposition to Motion to Dismiss, and telephone with Zerner to discuss litigation and Reply brief strategy	Keith Cooper	\$575.00	0.50	\$287.50
Communicate (with client) 6/27/2023 Substantive response email with feedback to Client's 6-26 email re Opposition to Motion to Dismiss filed by OPC	Katayoon Iravani	\$375.00	0.20	\$75.00
Communicate (with client) 6/27/2023 Discord conversation with [REDACTED] re Opposition and Larry's Reply  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.20	\$0.00
Larry Zerner Time Entry 6/5/2023 Email correspondence with opposing counsel about dismissing Mitch from case. Email correspondence with opposing counsel regarding subpoena to Discord.  Ref #137	Veronique D'Avignon	\$525.00	0.20	\$105.00
Larry Zerner Time Entry 6/9/2023 Begin drafting Motion to Dismiss  Ref #137	Veronique D'Avignon	\$525.00	1.40	\$735.00
Larry Zerner Time Entry 6/12/2023 Continue work on motion to dismiss case; Zoom meeting with clients  Ref #137	Veronique D'Avignon	\$525.00	2.40	\$1,260.00
Larry Zerner Time Entry 6/13/2023 Continue drafting Motion to Dismiss  Ref #137	Veronique D'Avignon	\$525.00	1.50	\$787.50
Larry Zerner Time Entry 6/14/2023 Revise and file Motion to Dismiss  Ref #137	Veronique D'Avignon	\$525.00	0.90	\$472.50

Time Entries	Billed By	Rate	Hours	Sub
Review/Analyze 6/14/2023 Review and forwarded to Litigation Counsel the Paralegal research and findings related to DW alleged employment with TOVE x TOVE and NoPixel relationship, including applicable California statutes  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.20	\$0.00
Larry Zerner Time Entry 6/16/2023 Prepare and file Notice of Interested Parties  Ref #137	Veronique D'Avignon	\$525.00	0.20	\$105.00
Time 6/22/2023 Obtain Motion to Dismiss and draft, filed Proposed Order from PACER and provided via email to Client  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.10	\$0.00
Larry Zerner Time Entry 6/26/2023 Review Opposition to Motion to Dismiss; Telephone conference with Keith Cooper regarding case.  Ref #137	Veronique D'Avignon	\$525.00	0.40	\$210.00
Review/Analyze 6/27/2023 Review Opposition to Motion to Dismiss filed by Opposing Counsel re TOVE x NoPixel Litigation  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.50	\$0.00
Time 6/28/2023 Received [REDACTED] 6-27 discord message re PR abilities for events that occurred before TOVE Litigation; reviewed Client's questions with Partner and provided response to Client incl. response to YouTube Video shared by Client from Henry Resilient covering the TOVE Opposition for viewers  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.10	\$0.00
Review/Analyze 6/30/2023 Review the drafted Reply to the Opposition to MTD filed by OPC (Plaintiff) and provided response/confirmation of receipt to Larry  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.20	\$0.00
Larry Zerner Time Entry 6/30/2023 Draft reply brief to Motion to Dismiss  Ref #137	Veronique D'Avignon	\$525.00	2.20	\$1,155.00
<b>Time Entries Total</b>			<b>13.70</b>	<b>\$5,985.00</b>

Total (USD)	\$5,985.00
Payment 7997 7/21/2023	\$-5,985.00
Online betaling	
Balance	\$0.00
Total Outstanding	\$0.00

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Trust Account Balance

Date	Item	Amount	Balance
10/4/2024	Current Balance		\$0.00

# Morrison Cooper

## Morrison Cooper LLP

## INVOICE

10900 Wilshire Blvd.  
Suite 930  
Los Angeles, 90024

accounting@morrisoncooper.com  
morrisoncooper.com  
O: (424) 333-9570

Number	5043
Issue Date	7/31/2023
Due Date	8/18/2023
Matter	Mitchell Clout - Hourly - Tove v. NoPixel Litigation
Email	[REDACTED]

### Bill To:

Mitchell Clout

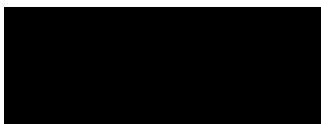
### Time Entries

Time Entries	Billed By	Rate	Hours	Sub
Communicate (in firm) 7/10/2023 KC/KI Discussion re Amended Complaint filed by Plaintiff ahead of call with LZ	Katayoon Iravani	\$0.00	0.10	\$0.00
Communicate (in firm) 7/10/2023 Call with Larry Zerner re Ps First Amended Complaint  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.40	\$0.00
Time 7/10/2023 Drafted 7-10 TOVE v. NoPixel Update to Clients re Motion to Dismiss - Reply and Plaintiff's First Amended Complaint filed on 7-7-23 with explanations of litigation next steps after 7-10 litigation strategy discussion with Larry Zerner	Katayoon Iravani	\$375.00	0.50	\$187.50
Communicate (with client) 7/10/2023 7-10-23 Discord Messages with [REDACTED] re TOVE v. NoPixel updates after Reply filed on 7.3 and Plaintiff's Amended Complaint filed on 7.7  TIME NOT BILLED	Katayoon Iravani	\$0.00	0.20	\$0.00
Review/Analyze 7/11/2023 Review LZ and OPC 7-11 emails re 2nd Motion to Dismiss (MTD) filing based on the Amended Complaint, including the scheduling of the meet and confer prior to filing MTD	Katayoon Iravani	\$375.00	0.20	\$75.00

Time Entries	Billed By	Rate	Hours	Sub
Communicate (in firm) 7/12/2023 Review Larry Zerner 7-12 email re OPC 7-11 response re meet + confer scheduling and next steps re motion to dismiss based on the amended complaint	Katayoon Iravani	\$0.00	0.10	\$0.00
Communicate (with client) 7/13/2023 Review OPC Email with Larry on 7-13 re meet and confer and sent Client the 7-13 Status Update after receiving Larry's email re failed Meet and Confer for MTD filing	Katayoon Iravani	\$375.00	0.10	\$37.50
Communicate (with client) 7/14/2023 Call with [REDACTED] on 7-14 re Motion to Dismiss (2nd) filing status and OPC/LZ Meet and Confer correspondence updates	Katayoon Iravani	\$375.00	0.20	\$75.00
Review/Analyze 7/19/2023 Review the drafted 2nd Motion to Dismiss drafted by LZ to ensure references to previous letters accurately referenced and in prep of sending to client with status update	Katayoon Iravani	\$375.00	0.30	\$112.50
Time 7/21/2023 Review both links Client provided on 7-20 re DW's representation to public as NoPixel Developer and provided confirmation to both links to Client and provided to Litigation Counsel for reference	Katayoon Iravani	\$375.00	0.20	\$75.00
Time 7/31/2023 Analysis of [REDACTED] inquiry re: copyright registration, dismissal and refiling and preparation of detailed response thereto	Keith Cooper	\$575.00	0.50	\$287.50
Review/Analyze 7/31/2023 Review Plaintiff's Opposition to the 2nd Motion to Dismiss filed by Defendant and emailed with feedback to Larry, including the next steps	Katayoon Iravani	\$375.00	0.40	\$150.00
<b>Time Entries Total</b>			<b>3.20</b>	<b>\$1,000.00</b>

Total (USD)	\$1,000.00
Payment 8230 9/22/2023 Online betaling	\$-1,000.00
Balance	\$0.00
Total Outstanding	\$0.00

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**INVOICE**

Invoice # 2288  
Date: 08/01/2024  
Due Upon Receipt

**Morrison Cooper LLP**

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Los Angeles, CA 90024

Mitchell Clout  
No ixel Studios PTY LTD

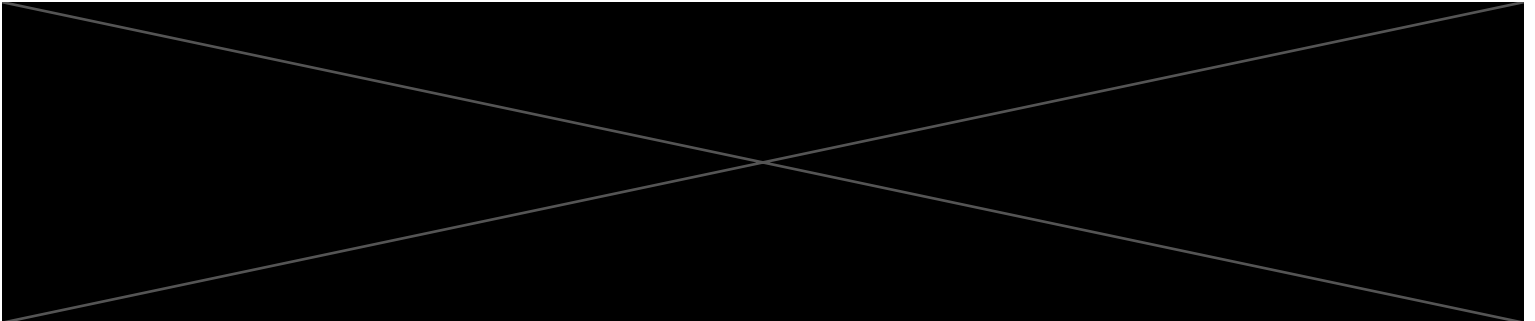
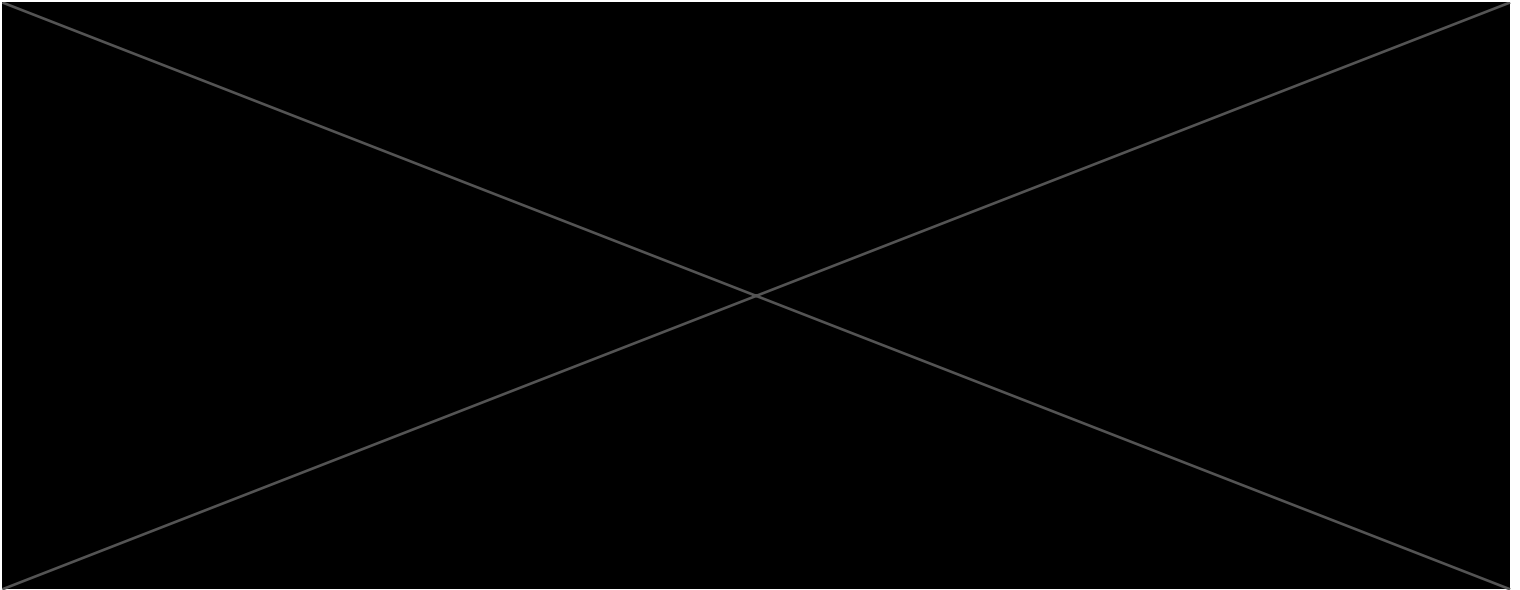
**Mitchell Clout - Hourly - Tove v. NoPixel Litigation**

Date	Notes	Attorney	Quantity	Rate	Total
07/26/2024	Correction: For SGK Service Inc. - Invoice 4948, Morrison Cooper covered the \$10,000 Retainer (Billed to Client separately per Trust Request #2161) which was only partially paid (\$5,000).  SGK Service Inc. - Invoice 4948's total \$35,525.00 - \$25,525.00 (invoice 2167) = \$10,000.00  Retainer payments will show at the bottom of this invoice total.	VD	1.00	\$10,000.00	\$10,000.00
08/01/2024	Outside Counsel: SGK Service Inc. - Invoice 4952  Garry Kitchen  0.50 7/26/24 Call \$ 650.00 \$ 325.00 4.00 7/27/24 Research & analysis Supplemental report \$ 650.00 \$ 2,600.00 4.25 7/29/24 Supplemental report \$ 650.00 \$ 2,762.50 3.00 7/30/24 Supplemental report \$ 650.00 \$ 1,950.00 2.25 7/31/24 Supplemental report \$ 650.00 \$ 1,462.50 - TOTAL \$ 9,100.00	LL	1.00	\$9,100.00	\$9,100.00

**Subtotal \$19,100.00**

**Total \$19,100.00**

## Detailed Statement of Account



*Please note our new remittance information below. Effective immediately.*

Please make all amounts payable to: Morrison Cooper LLP

Payment is due upon receipt.



**INVOICE**

Invoice # 207  
Date: 08/31/2023  
Due On: 09/29/2023

**Morrison Cooper LLP**

10900 Wilshire Blvd. Suite 930  
Los Angeles, CA 90024

Mitchell Clout  
Nopixel Studios PTY LTD

**Mitchell Clout - Hourly - Tove v. NoPixel Litigation**

Date	Notes	Attorney	Quantity	Rate	Total
07/07/2023	Larry Zerner Time Entry: Review Amended Complaint Ref #137	RO	0.30	\$525.00	\$157.50
07/10/2023	Larry Zerner Time Entry: Review complaint; Telephone conference with Keith regarding case Ref #137	RO	1.00	\$525.00	\$525.00
07/11/2023	Larry Zerner Time Entry: Write email to TOVE's lawyer regarding Motion to Dismiss Ref #137	RO	0.90	\$525.00	\$472.50
07/12/2023	Larry Zerner Time Entry: Begin work on Motion to Dismiss Amended Complaint Ref #137	RO	0.70	\$525.00	\$367.50
07/17/2023	Larry Zerner Time Entry: Continue drafting motion to dismiss Ref #137	RO	1.00	\$525.00	\$525.00
07/18/2023	Larry Zerner Time Entry: Continue drafting motion to dismiss Ref #137	RO	1.70	\$525.00	\$892.50
07/19/2023	Larry Zerner Time Entry: Continue drafting motion to dismiss Ref #137	RO	0.40	\$575.00	\$230.00
07/19/2023	Larry Zerner Time Entry: Finalize and file Motion to Dismiss Ref #137	RO	1.00	\$525.00	\$525.00
07/31/2023	Larry Zerner Time Entry: Review Opposition to Motion to Dismiss case.	RO	1.30	\$525.00	\$682.50

Email correspondence with client regarding motion; Begin drafting Reply brief

Ref #137

Non-billable entries

08/25/2023	Communicate (with client): Forward status of Motion to Dismiss Hearing to Client - the rescheduled date for hearing	KI	0.10	\$375.00	\$37.50
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Subtotal \$4,377.50

**INVOICE**

Invoice # 281  
Date: 09/30/2023  
Due On: 10/20/2023

**Morrison Cooper LLP**

10900 Wilshire Blvd. Suite 930  
Los Angeles, CA 90024

Mitchell Clout  
Nopixel Studios PTY LTD

**Mitchell Clout - Hourly - Tove v. NoPixel Litigation****Services**

Date	Notes	Attorney	Quantity	Rate	Total
09/01/2023	Larry Zerner Time Entry: Continue drafting Reply Brief to Motion to Dismiss Case  Ref #143	RO	1.80	\$525.00	\$945.00
09/01/2023	Larry Zerner Time Entry: Continue drafting Reply Brief to Motion to Dismiss  Ref #143	RO	0.70	\$525.00	\$367.50
09/01/2023	Larry Zerner Time Entry: Finalize and file Reply Brief to Motion to Dismiss  Ref #143	RO	0.50	\$525.00	\$262.50
09/11/2023	Appear For/Attend: TOVE v. NoPixel Motion to Dismiss Hearing with Larry Zerner	KI	3.50	\$375.00	\$1,312.50
<b>Non-billable services</b>					
09/12/2023	Communicate (with client): Provided [REDACTED] with feedback and answers to Client's questions/concerns re TOVE litigation update on Discord  TIME NOT BILLED	KI	0.40	\$375.00	\$150.00
09/13/2023	Review/Analyze: Review [REDACTED] 9-13 email and discord messages re DW x Immigration x NoPixel issues and forwarded to Larry while providing confirmation of receipt to Client	KI	0.10	\$375.00	\$37.50
<b>Services Subtotal</b>					<b>\$2,887.50</b>

Date	Notes	Attorney	Quantity	Rate	Total

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Please pay within 20 days.

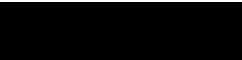


INVOICE

Invoice # 571  
Date: 10/31/2023  
Due On: 11/21/2023

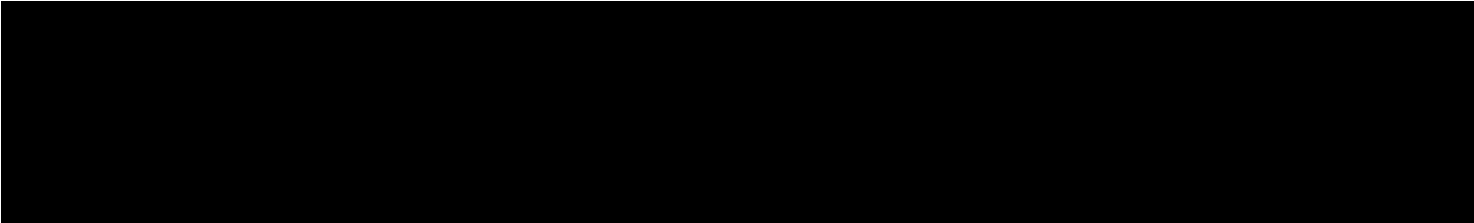
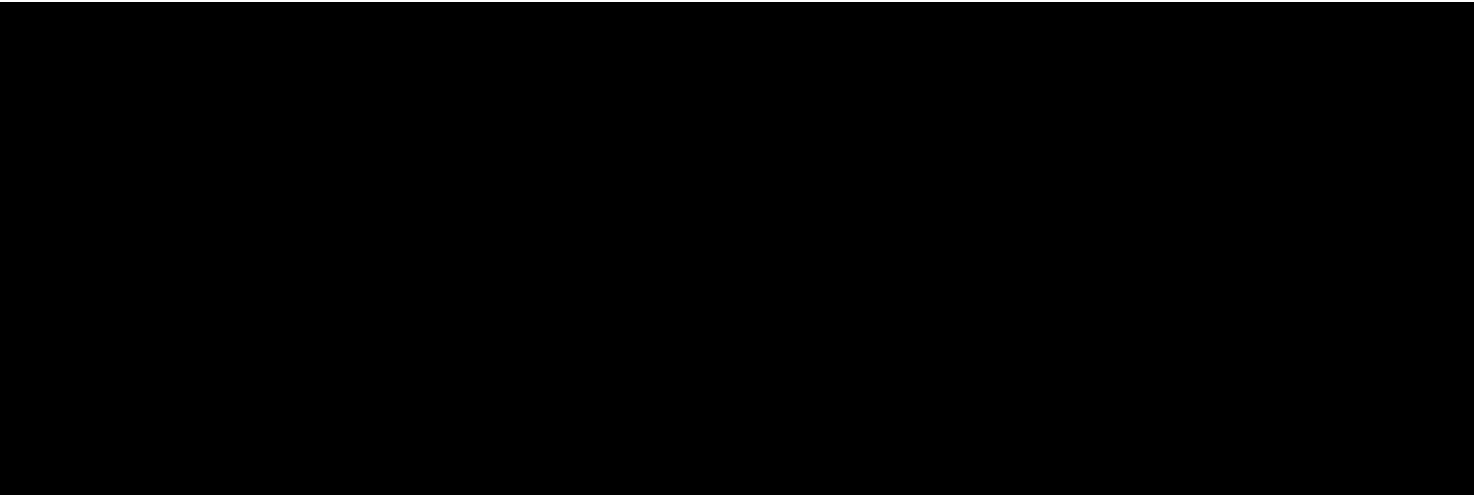
Morrison Cooper LLP  
10900 Wilshire Blvd. Suite 930  
Los Angeles, CA 90024

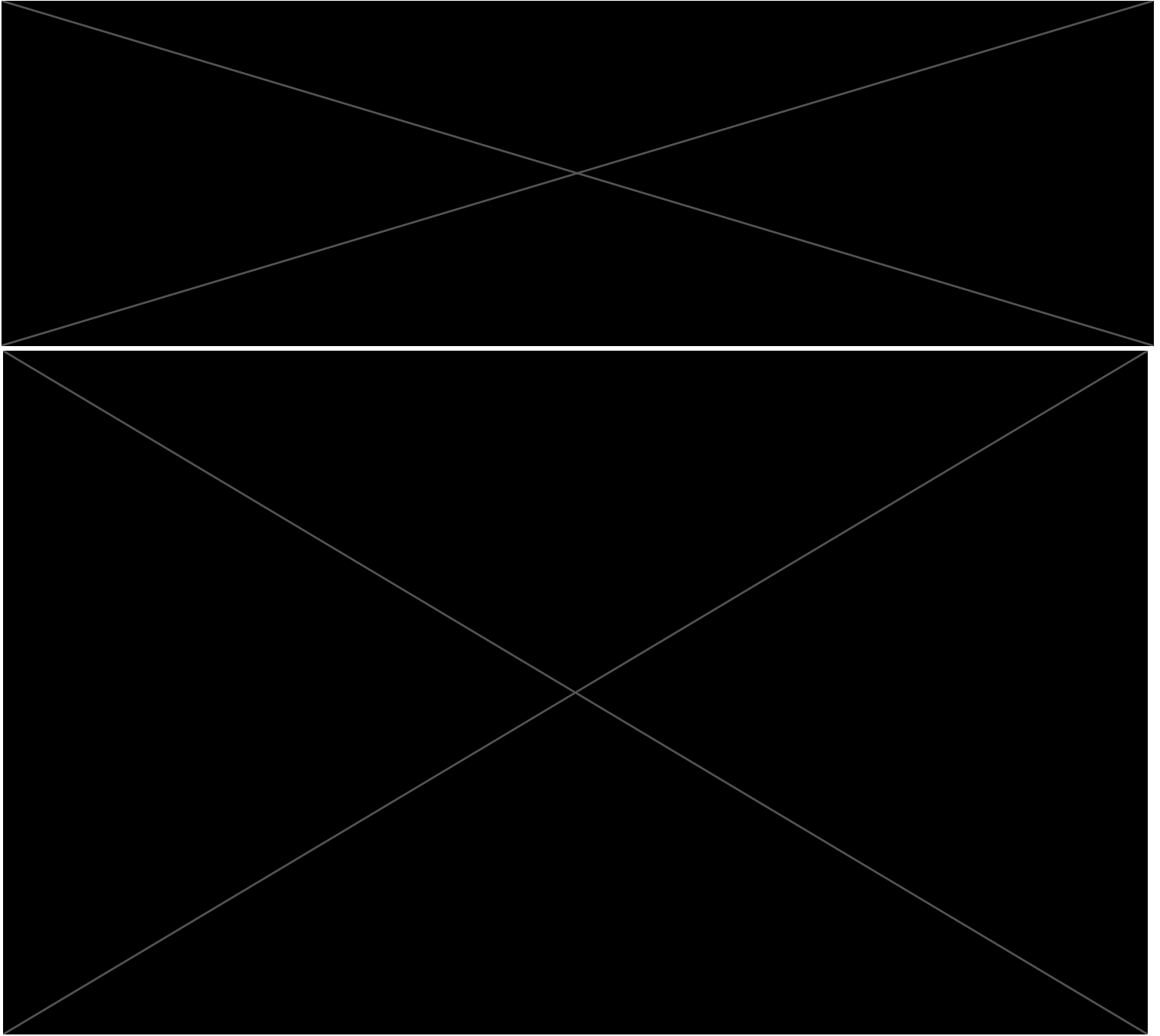
Mitchell Clout  
Nopixel Studios PTY LTD



Mitchell Clout - Hourly - Tove v. NoPixel Litigation

Date	Notes	Attorney	Quantity	Rate	Total
10/16/2023	Larry Zerner Time Entry: Prepare for, travel to and attend hearing on Motion to dismiss case	RO	4.30	\$525.00	\$2,257.50
Non-billable entries					
				Subtotal	\$2,257.50





*Please note our new remittance information below. Effective immediately.*

Please make all amounts payable to: Morrison Cooper LLP

Please pay within 21 days.

**INVOICE**

Invoice # 722

Date: 11/30/2023

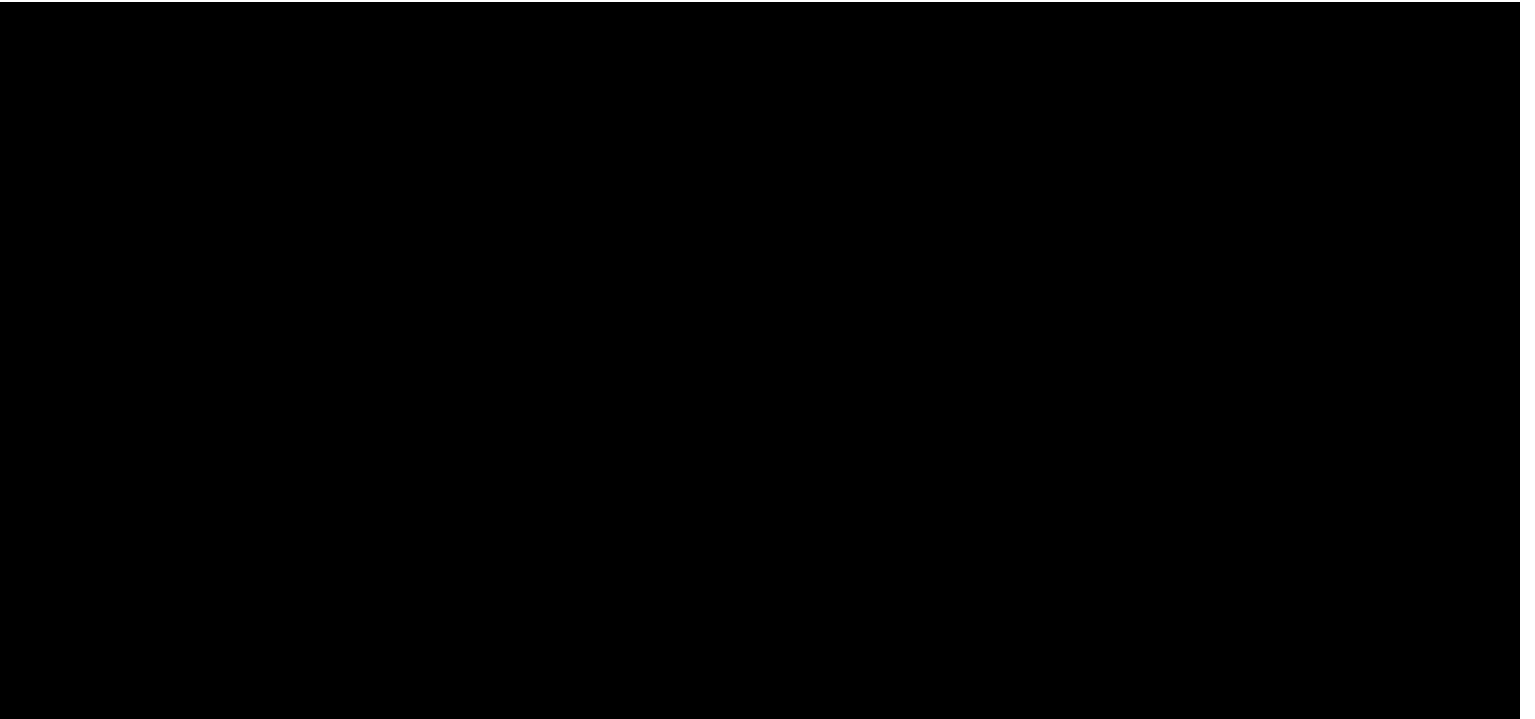
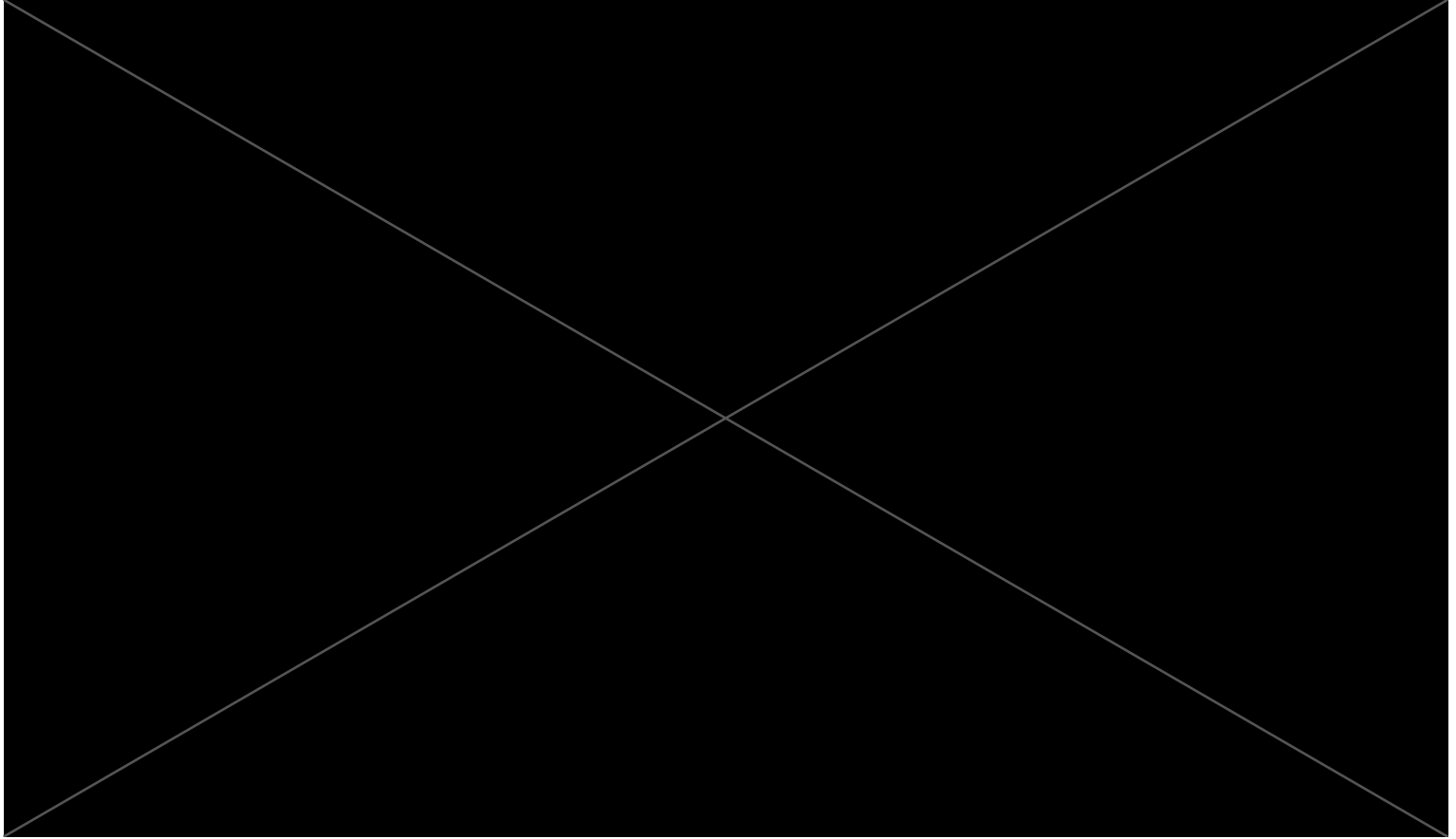
Due On: 12/15/2023

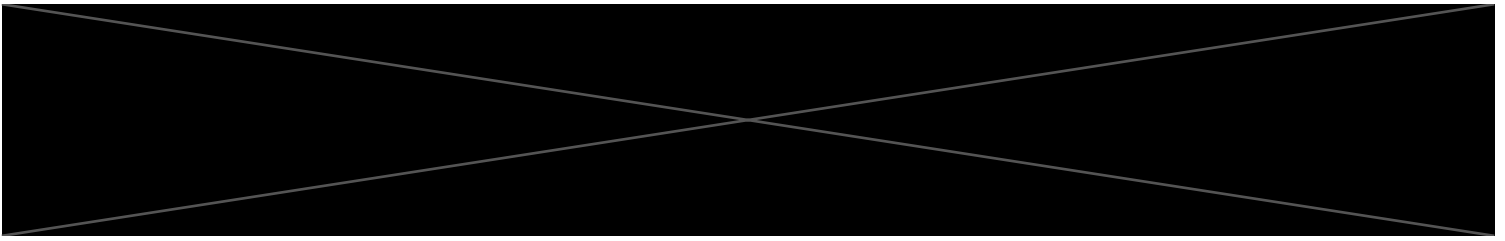
**Morrison Cooper LLP**10900 Wilshire Blvd. Suite 930  
Los Angeles, CA 90024Mitchell Clout  
No ixel Studios PTY LTD  
[REDACTED]**Mitchell Clout - Hourly - Tove v. NoPixel Litigation**

Date	Notes	Attorney	Quantity	Rate	Total
11/14/2023	Review/Analyze: Review with Partner (KC) and Larry Zerner the proposed Mitchell Clout x USCIS Letter re DW work visa letter from Client	KI	0.40	\$375.00	\$150.00
11/14/2023	Communicate (with client): Call with [REDACTED] re MoCo x Larry Zerner feedback to the v1 draft of the USCIS Letter re DW x work visa, [REDACTED] [REDACTED]	KI	0.40	\$375.00	\$150.00
11/15/2023	Review/Analyze: Analysis of proposed claimant immigration issue and preparation of summary and recommendations re: proposed course of action	KC	0.30	\$575.00	\$172.50
11/16/2023	Communicate (In Firm): Review with Partner (KC) re DW Fake Porn Police Report  PARTNER TIME NOT BILLED	KI	0.20	\$375.00	\$75.00
11/16/2023	Communicate (with client): Substantive response to Client re DW Fake Porn Website Police Report and Claims after Partner review	KI	0.20	\$375.00	\$75.00
11/16/2023	Review/Analyze: Analysis of alleged theft issue by DW and provide opinions (and discussion with Kat) re: impact on litigation strategy, potential use as evidence	KC	0.20	\$575.00	\$115.00
11/21/2023	Communicate (other outside counsel): Participate in calls with [REDACTED] and [REDACTED] re: responding to latest claimant letter, proposed settlement  TIME REDUCED IN HALF FOR TWO CALLS (11/20 AND 11/21)	KC	0.40	\$575.00	\$230.00
<b>Non-billable entries</b>					
11/14/2023	Communicate (with client): Provided [REDACTED] After Call Confirmation to the 11-14 USCIS Letter email re DW x work visa  TIME NOT BILLED	KI	0.10	\$375.00	\$37.50



**Subtotal \$967.50**





*Please note our new remittance information below. Effective immediately.*

Please make all amounts payable to: Morrison Cooper LLP

Please pay within 15 days.



INVOICE

Invoice # 923  
Date: 12/31/2023  
Due On: 01/22/2024

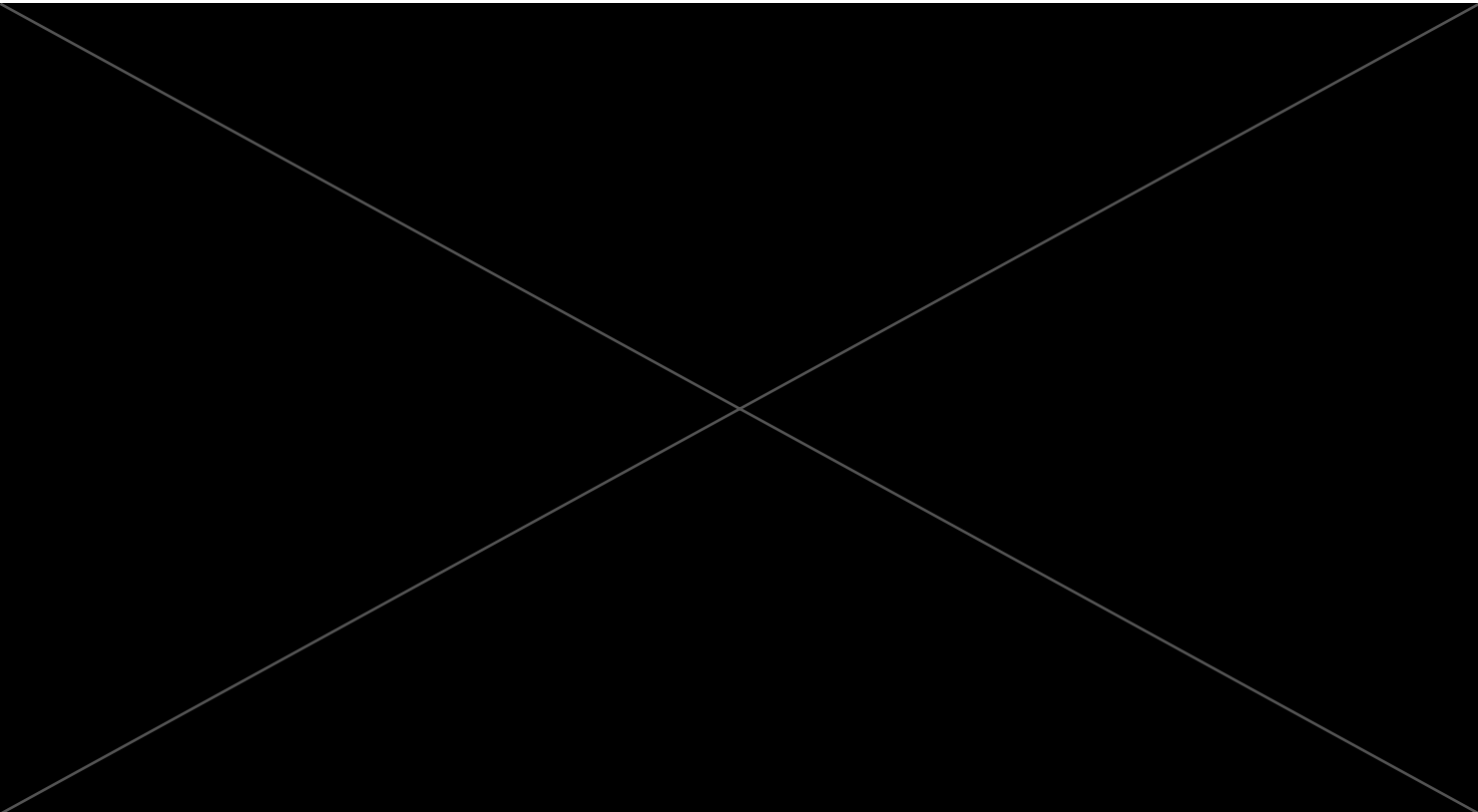
Morrison Cooper LLP  
10900 Wilshire Blvd. Suite 930  
Los Angeles, CA 90024

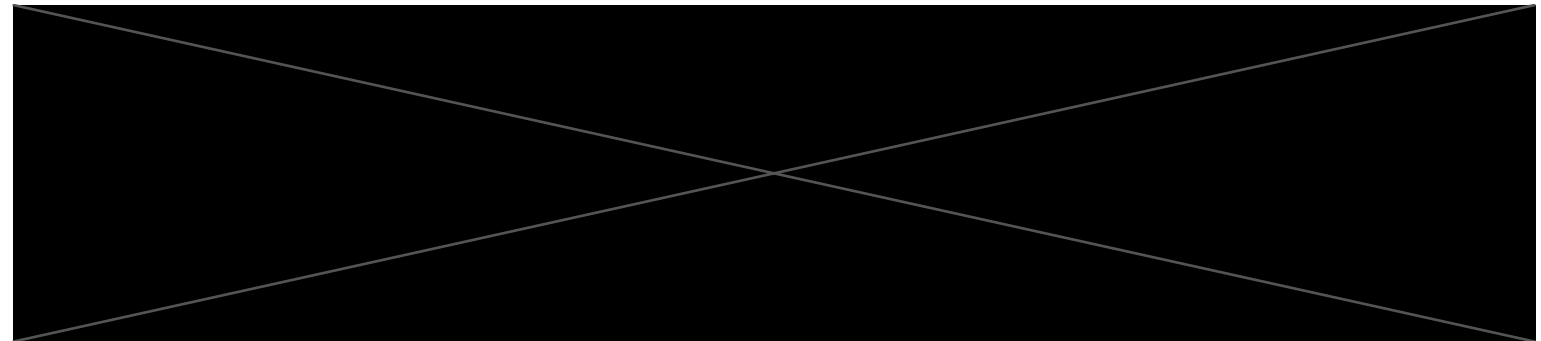
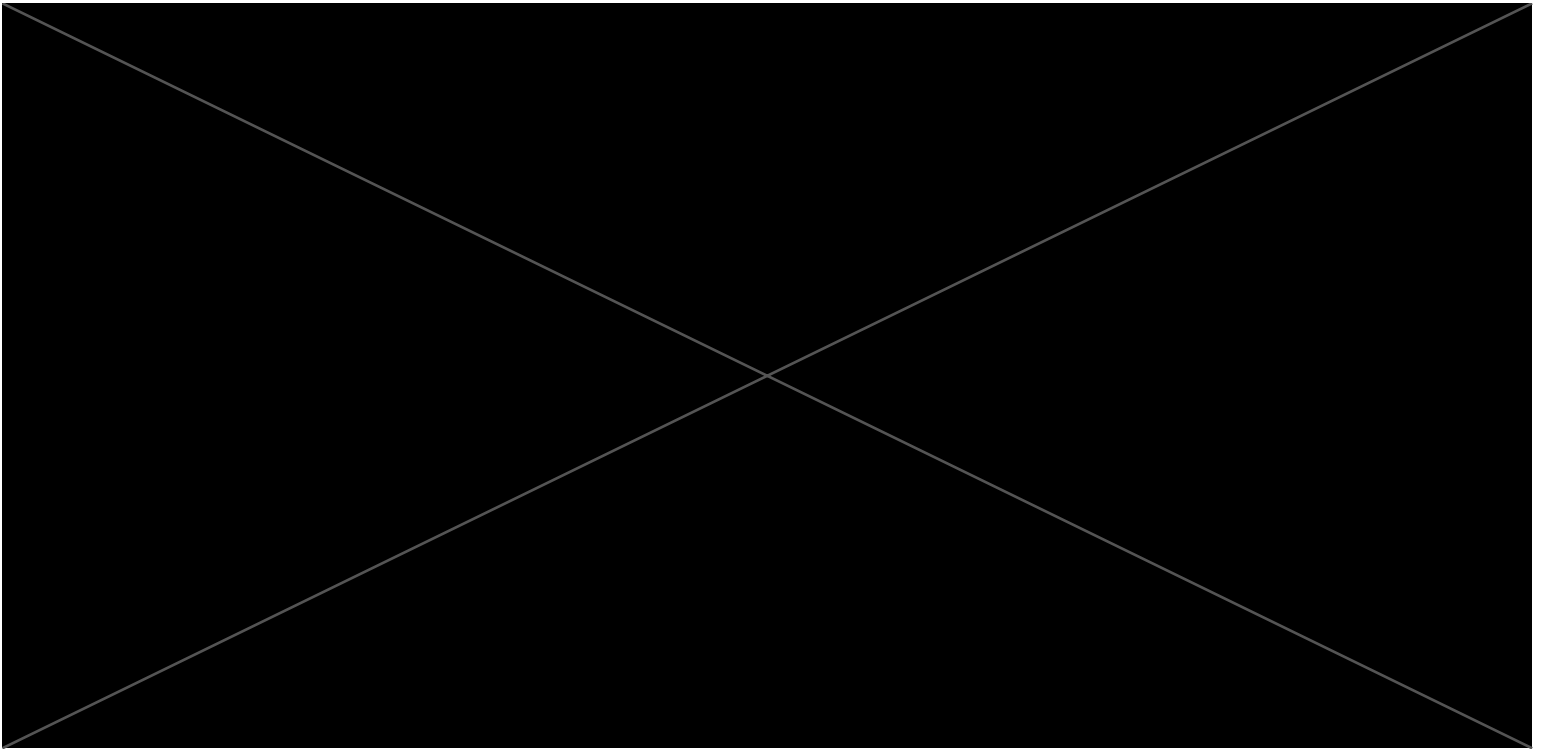
Mitchell Clout  
No ixel Studios PTY LTD



Mitchell Clout - Hourly - Tove v. NoPixel Litigation

Date	Notes	Attorney	Quantity	Rate	Total
12/04/2023	Review/Analyze: Analysis of Reddit posts and client emails re: same; review file to determine source of information and summarize for client	KC	0.40	\$575.00	\$230.00
12/04/2023	Review/Analyze: Review NoPixel x TOVE 2-6-23 Reddit Leaked Letter per Client's "Urgent" 12-2-23 email	KI	0.30	\$375.00	\$112.50
				Subtotal	\$342.50





*Please note our new remittance information below. Effective immediately.*

Please make all amounts payable to: Morrison Cooper LLP

Please pay within 22 days.

**INVOICE**

Invoice # 1369

Date: 02/29/2024

Due On: 03/30/2024

**Morrison Cooper LLP**10900 Wilshire Blvd. Suite 930  
Los Angeles, CA 90024Mitchell Clout  
No ixel Studios PTY LTD  
[REDACTED]**Mitchell Clout - Hourly - Tove v. NoPixel Litigation**

Date	Notes	Attorney	Quantity	Rate	Total
02/15/2024	Review/Analyze: Telephone with Zerner re: Court Ruling on Motion to Dismiss and review of Court Order/Ruling	KC	0.30	\$625.00	\$187.50
02/15/2024	Communicate (with client): Review and respond to [REDACTED] 2-9 Discord Message re [REDACTED] delayed response to proposed date/time for meeting between all parties, including discussion re TOVE Motion to Dismiss received on 2-14-24	KI	0.10	\$425.00	\$42.50
02/16/2024	Review/Analyze: Review TOVE Motion to Dismiss 2-15-24 Denial and Judge's Notes on PACER	KI	0.20	\$425.00	\$85.00
02/21/2024	Review/Analyze: Review Client's [REDACTED] Timeline and related documents in preparation of TOVE Answer to be filed with Court	KI	0.70	\$425.00	\$297.50
02/21/2024	Communicate (with client): Call with Clients [REDACTED] + Mitch), Larry, and Partner (KC) re TOVE Answer and next steps	KI	1.50	\$425.00	\$637.50
02/21/2024	Communicate (with client): Participate in teleconference with litigation counsel, clients and associate (Kat) re: preparation of answer to complaint, litigation strategy (MSJ or other early disposition).  BILLING RATE REDUCED BY 80% DUE TO PARTICIPATION BY OTHERS	KC	1.50	\$125.00	\$187.50
02/26/2024	Review/Analyze: Review [REDACTED] 2-25 email re DW YouTube re "full time NoPixel employee" and responded with LZ to confirm anything further needed for DW YouTube	KI	0.10	\$425.00	\$42.50
<b>Non-billable entries</b>					
02/14/2024	Communicate (In Firm): Call with Partner (KC) re the Court's Denial re TOVE Motion to Dismiss and next steps  TIME NOT BILLED	KI	0.10	\$425.00	\$42.50
02/21/2024	Communicate (In Firm): Discuss with Partner (KC) re DW Timeline	KI	0.20	\$425.00	\$85.00

provided by [REDACTED] on 2-20

TIME NOT BILLED

Subtotal

\$1,480.00

[REDACTED]

[REDACTED]

[REDACTED]



# INVOICE

Invoice # 1601

Date: 03/31/2024

Due On: 04/30/2024

## Morrison Cooper LLP

10900 Wilshire Blvd. Suite 930

Los Angeles, CA 90024

Mitchell Clout

Nopixel Studios PTY LTD

### Mitchell Clout - Hourly - Tove v. NoPixel Litigation

Date	Notes	Attorney	Quantity	Rate	Total
03/04/2024	Larry Zerner Time Entry: Review ruling on Motion to Dismiss. Began drafting answer to Complaint. Telephone conference w/ clients regarding response to Complaint and case strategy. Further answer to Complaint draft. Finalized and filed Answer to Complaint. Prepared notice of interested parties. Reviewed Order of court settling Status conference.  Ref #177	RO	4.60	\$525.00	\$2,415.00
03/05/2024	Communicate (other outside counsel): Telephone with Zerner re: possible arbitration of Australian litigation strategy, discussion of application of Terms of Service	KC	0.20	\$625.00	\$125.00
03/07/2024	Communicate (with client): Telephone with Zerner to discuss TOVE claims concerning use of DW code on new server, retention of forensic investigator, and prepare summary to client	KC	0.40	\$625.00	\$250.00
03/07/2024	Communicate (with client): Multiple follow up communications with client re: joint works, copyright ownership, scope and amount of work used on second server, nature of claims, forensic expert and discovery rights	KC	0.40	\$625.00	\$250.00
03/11/2024	Communicate (other outside counsel): Discussion of required evidence, testimony and witnesses with Zerner and prepare correspondence to client re: same for planning upcoming disclosure requirements	KC	0.20	\$625.00	\$125.00
03/12/2024	Communicate (with client): Teleconference with client and Zerner re: litigation and discovery strategies, document production and witness identification, possible declaratory relief action in Australia  BILLED AT 50% RATE	KC	0.90	\$312.50	\$281.25
03/14/2024	Time: Review and redline Rule 26 Disclosures for TOVE lawsuit and provided LZ accurate DW legal name with update to [REDACTED] re changes to Rule 26 Disclosures	KI	0.20	\$425.00	\$85.00
03/22/2024	Communicate (with client): Call with Keith and Clients (Mitch + [REDACTED]) re TOVE Discovery and Next Steps for AUS x DW Litigation [REDACTED]	KI	0.90	\$425.00	\$382.50

deal terms expressed on 3-22 (investigation)					
03/22/2024	Communicate (with client): Telephone with client re: interrogatories, possible declaratory relief action	KC	0.70	\$312.50	\$218.75
BILLED AT 50% RATE					
03/25/2024	Communicate (other outside counsel): Call with Partner (KC) and Larry Zerner re Status Conference on 3-25 and trial date	KI	0.40	\$212.50	\$85.00
50% REDUCED RATE WITH PARTNER					
03/25/2024	Communicate (Other External): Strategy call with Zerner following CMC; including discussion of interrogatories and production plan	KC	0.40	\$312.50	\$125.00
PARTNER RATE REDUCED BY 50%					
03/26/2024	Draft/Revise: Review draft interrogatories and RFP prepared by Zerner and prepare proposed additional special interrogatories for service on plaintiff (to add to rogs proposed by Zerner)	KC	0.80	\$625.00	\$500.00
03/27/2024	Review/Analyze: Analysis of multiple correspondence from Mitchel and preparation of response re: defamation claim, attorney fee recovery, and claims	KC	0.30	\$625.00	\$187.50
03/28/2024	Research/Investigation: Finding information in regards to Danny Tracey	CM	0.50	\$150.00	\$75.00
03/28/2024	Review/Analyze: Review DW residential addresses report from brand specialist investigator (CM) and provided report with last stream and May 6, 2023 tweet to Larry and [REDACTED] for review in preparation of TOVE Discovery	KI	0.40	\$425.00	\$170.00
03/28/2024	Time: Review and substantively respond to [REDACTED] 3-28 emails re DW UK address and company for TOVE lawsuit	KI	0.10	\$425.00	\$42.50
03/29/2024	Review/Analyze: Review updated drafts of interrogatories and RFP, and initial draft of Requests for Admissions	KC	0.30	\$625.00	\$187.50
<b>Non-billable entries</b>					
03/12/2024	Communicate (with client): Call with Larry Zerner, Mitch, [REDACTED] and Keith re TOVE Discovery Disclosures and Litigation Next Steps	KI	1.00	\$425.00	\$425.00
TIME NOT BILLED					

**Subtotal \$5,505.00**



**INVOICE**

Invoice # 1750

Date: 04/30/2024

Due On: 05/30/2024

**Morrison Cooper LLP**

10900 Wilshire Blvd. Suite 930

Los Angeles, CA 90024

Mitchell Clout

No ixel Studios PTY LTD

**Mitchell Clout - Hourly - Tove v. NoPixel Litigation**

Date	Notes	Attorney	Quantity	Rate	Discount	Total
04/01/2024	Review/Analyze: Analysis of multiple correspondence with client and Zerner re: code investigation/GitHub; and potential for suing DW. Prepare analysis of possible suit against DW for equitable/express indemnification and Declaratory Relief	KC	0.40	\$625.00	10.0%	\$225.00
04/01/2024	Larry Zerner Time Entry: Prepare Requests for Documents, Requests for Admissions and Interrogatories; Conduct Rule 26 Conference.  Telephone conferences.  Prepare for and participate in phone conference with client regarding discovery and case strategy. Prepare Rule 26 Disclosures.  Finalize and Send Rule 26 disclosures.  Draft Request for Production of Documents and Interrogatories.  Conduct legal research regarding agency. Travel to court and attend status conference in case.  Email correspondence with client regarding case status; Continue drafting discovery responses.  Review data analysis for DW code. Email correspondence with client.  Prepare Requests for Admissions; Finalize and serve discovery.  Ref #184	RO	10.90	\$325.00	-	\$3,542.50
04/01/2024	Communicate (In Firm): Discussion with Partner (KC) re Discovery Served onto Plaintiff on 3-29 and Code Updates	KI	0.20	\$425.00	50.0%	\$42.50

from Client

BILLED AT 50% RATE PER KEITH

04/01/2024	Review/Analyze: Review discovery requests and code confirmation with Kat	KC	0.20	\$625.00	50.0%	\$62.50
	BILLED AT 50% RATE PER KEITH					
04/11/2024	Review/Analyze: Analysis of correspondence from Mitchell re: DW use of server conversations, documents and information and preparation of response.	KC	0.20	\$625.00	10.0%	\$112.50
04/22/2024	Communicate (In Firm): Discussion with Partner (KC) re additional discovery requests to be requested based on Client's 4-11-24 Discord communications re DW and DW's business partner	KI	0.20	\$425.00	10.0%	\$76.50
04/22/2024	Communicate (other outside counsel): Provided Larry with 4-11-24 Discord Conversation re potential additional discovery requests to be propounded on TOVE	KI	0.20	\$425.00	10.0%	\$76.50
04/24/2024	Communicate (In Firm): Discuss with Partner (KC) LZ's 4-24 request for MoCo to handle the responses to the three sets of discovery requests propounded by Plaintiff (TOVE) on Defendant (NoPixel)	KI	0.30	\$425.00	10.0%	\$114.75
04/25/2024	Communicate (other outside counsel): Call with Larry Zerner and Partner (KC) re Judge's 4-25 decision to grant Plaintiff's Ex Parte Motion to extend trial by 60 days (September 17th)	KI	0.20	\$425.00	10.0%	\$76.50
04/29/2024	Analysis of Tove Discovery Responses and discuss remedies with Larry	KC	0.40	\$625.00	50.0%	\$125.00
	BILLED AT 50% RATE PER KEITH					
04/29/2024	Review/Analyze: Review OPC's Four Sets of Responses to Defendants Discovery Requests and forward to [REDACTED] for review	KI	0.50	\$425.00	10.0%	\$191.25
04/29/2024	Plan and Prepare: Review draft discovery responses to prepare formal responses; call with client to discuss responses and objections	KC	1.50	\$625.00	50.0%	\$468.75
	BILLED AT 50% RATE PER KEITH					
04/29/2024	Communicate (with client): Call with Mitch, [REDACTED], Larry and Partner (KC) re TOVE Discovery Requests, including modifying [REDACTED] v1 draft responses and documents to produce	KI	1.50	\$425.00	50.0%	\$318.75
	BILLED AT 50% RATE PER KEITH					
04/30/2024	Review/Analyze: Reviewed 7 sets of emails from [REDACTED] with TOVE discovery information and documents for RFDs, including providing confirmations to [REDACTED] with requests for any additional information related to the discovery requests	KI	1.00	\$425.00	50.0%	\$212.50

## BILLED AT 50% RATE PER KEITH

04/30/2024	Draft/Revise: Draft Responses to Plaintiff's Set One Requests for Production of Documents	KI	2.00	\$425.00	50.0%	\$425.00
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## BILLED AT 50% RATE PER KEITH

**Non-billable entries**

04/09/2024	Time: Provided Larry with DW Invoices (6 invoices, including refunded invoices + summary) provided by [REDACTED] on 4-8 including DW messages to Koil re visa work sponsor and payment arrangement in prep of Discovery Requests received by TOVE/Begakis	KI	0.00	\$425.00	-	\$0.00
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04/11/2024	Communicate (other outside counsel): Sent Larry Zerner a request re execution of an NDA and Motion for Protective Order before sharing NP code with TOVE, Begakis, Plaintiff expert(s), and DW	KI	0.10	\$425.00	-	\$42.50
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04/11/2024	Communicate (other outside counsel): Review and respond to LZ's 4-11 affirmative response to the NDA and motion for protective order requests and requested additional next steps to obtain executed NDA before sharing code with Plaintiff and Plaintiff's experts + counsel	KI	0.10	\$425.00	-	\$42.50
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04/11/2024	Communicate (with client): Review and respond to Partner (KC) and Mitch's 4-11 Discord Messages re DW server access, including co-founder potentially obtaining server secrets/information for DW's server, and potential lawsuit against DW for data breach	KI	0.10	\$425.00	-	\$42.50
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04/12/2024	Time: Review Larry's 4-12 draft of the Motion for Protective Order for the Code re NoPixel Server that is being shared with OPC (Begakis), TOVE, DW, and TOVE expert(s) and provided confirmation for no edits to the draft subject to Partner (KC) review + approval	KI	0.10	\$425.00	-	\$42.50
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04/17/2024	Communicate (other outside counsel): Call with Larry Zerner re Plaintiff's Expert Witness Designation failure and next steps in joint stipulation to continue trial due to Plaintiff's failure to designate expert witness	KI	0.10	\$425.00	-	\$42.50
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04/23/2024	Communicate (In Firm): Discuss with Partner (KC) Court's denial to stipulation to continue trial due to Plaintiff's failure to designate expert and reviewed Judge's Denial Order	KI	0.30	\$425.00	-	\$127.50
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04/25/2024	Communicate (with client): Review and substantively respond to [REDACTED] 4-25 Discord questions re TOVE's discovery obligations: "If Tove doesn't produce anything for NoPixel's document requests or of there is no evidence of an agreement with NoPixel"	KI	0.10	\$425.00	-	\$42.50
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04/30/2024	Communicate (with client): Provided [REDACTED] with a substantive after call summary re her provided Discovery requests responses and instructions for additional detail per Larry's 4.29 request	KI	0.10	\$425.00	-	\$42.50
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04/30/2024	Communicate (with client): Review and respond to [REDACTED] 4-29-24 [REDACTED] Message re sending documents and information for the Plaintiff's discovery requests	KI	0.10	\$425.00	-	\$42.50
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Line Item Discount Subtotal

-\$1,752.00

Subtotal

\$6,070.50

**INVOICE**

Invoice # 1956

Date: 05/31/2024

Due On: 06/30/2024

**Morrison Cooper LLP**

10900 Wilshire Blvd. Suite 930

Los Angeles, CA 90024

Mitchell Clout

N i x l i PTY LTD

**Mitchell Clout - Hourly - Tove v. NoPixel Litigation**

Date	Notes	Attorney	Quantity	Rate	Total
05/01/2024	Draft/Revise: Draft Defendant's First Set of Responses to Plaintiff's Requests for Admissions	KI	1.90	\$425.00	\$807.50
05/01/2024	Time: Review Larry's redlines to v1 draft of the Responses to Requests for Production of Documents, Set One, and accepted redline changes and finalized draft	KI	0.20	\$425.00	\$85.00
05/02/2024	Draft/Revise: Draft Responses to Plaintiff's Interrogatories Set One and sent to Larry for feedback and review	KI	4.00	\$425.00	\$1,700.00
05/02/2024	Larry Zerner Time Entry: Email correspondence w/ opposing counsel regarding DW's contributions to NoPixel.  Review discovery requests from Plaintiff.  Drafted Protective Order. Email correspondence w/ Plaintiff's attorney regarding case.  Teleconference w/ Begakis regarding discovery. Finalized Protective Order.  Email correspondence w/ Plaintiff's lawyer regarding continuing expert discovery cutoff. Teleconference w/ client regarding case. Review stipulation to continue trial date.  Telephone conference w/ Plaintiff's attorney re: ex parte notion. Continued legal research for trial. Review ex parte application filed by Plaintiff.  Review order of court continuing trial. Corresponded w/ client.  Reviewed Plaintiff's responses to discovery and documents produced by client.  Ref #193	RO	7.20	\$525.00	\$3,780.00

05/02/2024	Paralegal Work: Work on compiling Discovery Production for KI/KC review	KS	3.50	\$325.00	\$1,137.50
05/02/2024	Review/Analyze: Analysis of draft responses to Requests for Admission and Requests for Production and prepare comments thereto on selective use of objections, reconciliation of responses, and attacking Plaintiff's definitions (thereby creating consistent objections)	KC	1.30	\$625.00	\$812.50
05/02/2024	Draft/Revise: Revise v1 4-30 draft of the RPD responses re TOVE and sent to Partner (KC) for feedback	KI	0.60	\$425.00	\$255.00
05/03/2024	Review/Analyze: Analysis of financial information and DW correspondence for providing updates to discover responses as needed	KC	0.50	\$625.00	\$312.50
05/03/2024	Review/Analyze: Analysis of documents produced by Plaintiff for discussion with Larry (and client)	KC	0.30	\$625.00	\$187.50
05/04/2024	Time: Review Larry's 5-2-24 redlines and comment bubbles re Responses to Plaintiff's propounded ROGs on Defendant and forwarded Larry's questions to Client to [REDACTED] to reconcile before finalizing the entire draft for Client's review and approval	KI	0.30	\$425.00	\$127.50
05/06/2024	Paralegal Work: Prepare Discovery Response for KI/KC review	KS	0.70	\$325.00	\$227.50
05/06/2024	Communicate (In Firm): Call with LZ re Discovery Production	KS	0.60	\$325.00	\$195.00
05/06/2024	Time: Review and revise v1 draft of ROGs responses based on [REDACTED] 5-4 feedback on Discord for Interrogatories 2 and 9 and sent to Larry for review	KI	0.40	\$425.00	\$170.00
05/07/2024	Paralegal Work: Create Discovery Index and Bates Number Discovery Production for LZ Review	KS	1.00	\$325.00	\$325.00
05/07/2024	Review/Analyze: Analysis of revised responses to RFA and RFP, insert additional objections and revise response re: admitting in part and denying in part where appropriate and structuring responses to match between RFA and RFP	KC	0.90	\$625.00	\$562.50
05/07/2024	Review/Analyze: Review v1 draft of Discovery Document Production Index and BATES Numbers and provide Paralegal (KS) modifications and additions to the document production incorporating Rule 26 Disclosure documents	KI	0.60	\$425.00	\$255.00
05/07/2024	Review/Analyze: Review with Partner (KC) v2 drafts of RFAs and RFPs and revise responses per Partner's feedback and instructions	KI	1.40	\$425.00	\$595.00
05/07/2024	Draft/Revise: Revise RFPs per Partner's (KC) 5-7 feedback and including additional documents identified by paralegal (KS) to be included with responses	KI	0.70	\$425.00	\$297.50
05/07/2024	Draft/Revise: Revise ROGs per Larry and Partner's (KC) 5-2 and 5-7 feedback, including additional responses identified by [REDACTED] on 5-6 and 5-7 via Discord	KI	0.60	\$425.00	\$255.00
05/07/2024	Time: Provided all three sets of discovery responses (RFAs, RFPs, and ROSSs) to [REDACTED] and Mitch to review and sign, including the Client to review all documents produced with respective BATES numbering	KI	0.20	\$425.00	\$85.00

05/07/2024	Paralegal Work: Make requested edits to Discovery Production; update Index; send to KI for review	KS	0.50	\$325.00	\$162.50
05/08/2024	Review client's email re: proposed Discovery edits; make edits; send to KI for review	KS	0.70	\$325.00	\$227.50
05/08/2024	Review/Analyze: Analysis of [REDACTED] comments in discovery responses and prepare discovery strategy outline for her on answering rogs and deposition questions	KC	0.20	\$625.00	\$125.00
05/08/2024	Time: Review [REDACTED] 5-8 feedback re ROGs, documents for RPDs, and GitHub Access and made the requested changes for each set of Discovery Responses, including document production and sent to Larry for review before sending to Client	KI	2.20	\$425.00	\$935.00
05/08/2024	Communicate (other outside counsel): First Call with Larry on 5-8-24 re [REDACTED] feedback to ROG 4 and documents production (MC133 and 134)	KI	0.30	\$425.00	\$127.50
05/08/2024	Communicate (other outside counsel): Second Call with Larry on 5-8 re 172-Server List for production to TOVE	KI	0.10	\$425.00	\$42.50
05/08/2024	Communicate (other outside counsel): Third call with Larry re ROGs responses 14-18 and [REDACTED] production of documents	KI	0.20	\$425.00	\$85.00
05/08/2024	Time: Review Larry's 5-8 redlines to the ROGs v2 draft and forwarded the revised ROGs to [REDACTED] with new documents production referenced in ROGs responses for review and approval	KI	0.30	\$425.00	\$127.50
05/08/2024	Time: Review Client's signed Verification pages for all three sets of Discovery Responses to TOVE, including Paralegal (KS) edits to Discovery Index and documents produced after receiving Client's approval on 5-8; Forwarded all documents to Larry to send to Begakis	KI	0.40	\$425.00	\$170.00
05/09/2024	Review/Analyze: Review and respond to multiple inquiries/information provided by client re: discovery dispute, meet and confer process, motion to compel, new discovery and subpoenas issued by both parties	KC	0.50	\$625.00	\$312.50
05/13/2024	Review/Analyze: Review OPC Supplement Responses to Mitch + NoPixel Discovery Requests sent on 5-10, including documents production (Set 2) - forwarded to [REDACTED] for visibility as well	KI	0.50	\$425.00	\$212.50
05/14/2024	Review/Analyze: Analysis of Amended discovery responses, expert recommendations and meet and confer letters for possible preparation of motion to compel and general status for follow up with client as needed	KC	0.20	\$625.00	\$125.00
05/14/2024	Review/Analyze: Review OPC 5-9 and 5-10 emails re "insufficient discovery responses" to all three sets of responses produced on 5-8 (RFAs, RPDs, and ROGs) and requested Larry to provide instructions as to any supplemental responses	KI	0.40	\$425.00	\$170.00
05/14/2024	Time: Review and substantively respond to both [REDACTED] 5-13 email with NP Developers Discord Message Chain re DW alleged "creative contributions" to NP Tebex payment processing system and Keith's 5-14 response with request to [REDACTED] to provide Tebex establishment date (before DW joining Server)	KI	0.10	\$425.00	\$42.50
05/15/2024	Draft/Revise: Draft responses to both first sets of RPDs and ROGs	KI	0.50	\$425.00	\$212.50

	served on Mitchell Clout and sent to Larry for review and feedback before sending to Client				
05/15/2024	Communicate (other outside counsel): Teleconference with Larry re: Meeting and Confer meeting with opposing counsel, determination of whether to send additional documents, plaintiff production of documents and expert retention, basis of claims in light of evidence provided	KC	0.50	\$625.00	\$312.50
05/16/2024	Communicate (other outside counsel): Call with Larry Zerner and Partner (KC) re Larry's Meet and Confer call with OPC (Begakis) re TOVE Insufficient Discovery Responses and PayPal Subpoena	KI	0.50	\$425.00	\$212.50
05/28/2024	Communicate (In Firm): Review summary of evidence produced by TOVE in response to RFP and prepare recommendations for conducting analysis on relevancy grounds (delineating the specific evidence that proves or disproves the specific issues in the case including claims and defenses)	KC	0.60	\$625.00	\$375.00
05/28/2024	Review/Analyze: Review the May 24, 2024 3 Sets of Documents Production sent by OPC and notate messages and admissions for TOVE lawsuit (depositions and other discovery requests per Partner (KC) Instructions) - forwarded to [REDACTED] for review/visibility	KI	1.00	\$425.00	\$425.00
05/28/2024	Communicate (In Firm): Discuss with Partner (KC) the three sets of documents received from OPC on 5-24 and major notes for discovery / trial strategy  PARTNER TIME NOT BILLED	KI	0.60	\$425.00	\$255.00
05/29/2024	Paralegal Work: Go through O/C's discovery response; download and organize files; create index	KS	0.40	\$325.00	\$130.00
05/29/2024	Time: Review Set 4 RPD Docs produced by TOVE on 5-24 and compiled a substantive notes summary for litigation prep discussion on 5.30	KI	1.00	\$425.00	\$425.00
05/29/2024	Time: Review Set 5 of RPD Docs produced by TOVE on 5-24 and compiled a list of flagged items from documents to discuss with LZ during litigation strategy prep 5.30 call	KI	1.40	\$425.00	\$595.00
05/30/2024	Communicate (Other External): Strategy call with Zerner to discuss document production and discovery issues to cover meet and confer requirement for discovery dispute over financial records and submit court stipulations while Zerner [REDACTED]	KC	0.80	\$625.00	\$500.00
05/30/2024	Review/Analyze: Review [REDACTED] 5-20 provided notes to TOVE's Sets 4 and 5 of RPD responses/docs provided in preparation of TOVE strategy call with LZ	KI	0.20	\$425.00	\$85.00
05/30/2024	Communicate (In Firm): Discussion with Larry and Partner (KC) re Tove Discovery Responses, specifically sets 4 and 5, PayPal Subpoena, Mitchell Clout Discovery Responses to finalize and obtain clients signed verification page, and overall strategy options and confirmations requiring client's consent/feedback	KI	0.70	\$425.00	\$297.50
05/30/2024	Time: Drafted a substantive and detailed summary of various action items requiring Client's feedback and confirmation, including updates re PayPal Subpoena, Signing Verification Pages to finalized Mitchell Clout ROG + RPD Discovery Responses to TOVE, and financial information requested	KI	1.00	\$425.00	\$425.00



by TOVE and ramifications if we do not produce/abide by TOVE request

#### Non-billable entries

05/02/2024	Communicate (In Firm): Discussion with Partner (KC) re status of all three sets of Discovery Responses and timeline for assembling the production of documents	KI	0.90	\$425.00	\$382.50
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TIME NOT BILLED

05/02/2024	Communicate (other outside counsel): Review and respond to Larry's 5-2 proposition in subpoenaing PayPal for DW's PayPal history as it relates to TOVE scope of employment and payment of NoPixel services	KI	0.10	\$425.00	\$42.50
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TIME NOT BILLED

05/08/2024	Communicate (with client): Review and respond to [REDACTED] 5-7 feedback on Discord re documents production and provided substantive response in group discord message re ROG 4 response	KI	0.10	\$425.00	\$42.50
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TIME NOT BILLED

05/17/2024	Review/Analyze: Review Larry's 5-17 email to Clients re Begakis Meet and Confer and the proposed discovery responses to OPC's insufficient discovery responses demands and requests	KI	0.10	\$425.00	\$42.50
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TIME NOT BILLED

05/22/2024	Communicate (other outside counsel): Sent Larry a follow up email re v1 drafts provided for Discovery propounded on Mitch (2 sets: RFAs and RFPs)	KI	0.10	\$425.00	\$42.50
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TIME NOT BILLED

05/29/2024	Communicate (with client): Provided [REDACTED] with Notes re Sets 4 and 5 of RPD Docs produced by TOVE on 5.24 for any further flagged items before litigation strategy prep call with LZ on 5.30	KI	0.10	\$425.00	\$42.50
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TIME NOT BILLED

05/30/2024	Communicate (with client): Discord conversation with Mitch on 5-29 re the three sets of documents produced by TOVE on 5-24 and the issues re potential doctoring of messages	KI	0.20	\$425.00	\$85.00
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TIME NOT BILLED

05/30/2024	Communicate (with client): Discord conversation with [REDACTED] on 5-29 re the three sets of documents produced by TOVE on 5-24 and the issues re potential doctoring of messages and DW scope of authority as it relates with [REDACTED] 2022 Discord Msgs produced by OPC on 5.24	KI	0.20	\$425.00	\$85.00
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TIME NOT BILLED

**Subtotal      \$19,287.50**

**INVOICE**

Invoice # 2117

Date: 06/30/2024

Due On: 07/30/2024

**Morrison Cooper LLP**

10900 Wilshire Blvd. Suite 930

Los Angeles, CA 90024

Mitchell Clout

No ixel Studios PTY LTD

**Mitchell Clout - Hourly - Tove v. NoPixel Litigation**

Date	Notes	Attorney	Quantity	Rate	Total
05/31/2024	Review/Analyze: Analysis of multiple correspondence from client and preparation of responses re: "Accounting" cause of action, demand for payment and account balance	KC	0.30	\$625.00	\$187.50
05/31/2024	Time: Review LZ 5-31 response to OPC re failure to provide 2023 messages between TOVE x DW and TOVE x DW x Miles and forwarded to Client for viability	KI	0.10	\$425.00	\$42.50
05/31/2024	Communicate (with client): 5-31-24 Discussion with [REDACTED] and Mitch on Discord re 5.30 after call summary re providing financials based on TOVE's discovery requests and meet and confer, including DW code on DW's new server	KI	0.40	\$425.00	\$170.00
06/03/2024	Larry Zerner Time Entry: Revised responses to discovery. Drafted letter to Plaintiff's lawyer regarding motion to compel further responses.  Review and revise responses to Request for Admissions and Interrogatories. Drafted letter to Plaintiff's lawyer regarding deficient discovery responses.  Reviewed documents produced by TOVE. Drafted letter to TOVE's attorney re: the deficiencies in the discovery responses.  Finalized and sent discovery responses.  Reviewed and responded to emails from Plaintiff's lawyer. Reviewed new discovery served on Defendants.  Reviewed subpoena to Discord. E-mail correspondence w/ client. Reviewed and responded to email from TOVE's lawyer regarding discovery dispute.  Reviewed and revised Caresha Agreement.  E-mail correspondence w/ Plaintiff's lawyer re: their insufficient discovery responses.	RO	16.90	\$525.00	\$8,872.50

Prepared and attended meet and confer w/ Plaintiff's lawyer re: production of documents and responses to interrogatories.

Email correspondence w/ client re: revised discovery responses.

Telephone conference w/ John Begakis. Legal research re: contractual allegations.

Reviewed emails from client re: DW's work. Research payments for Joint Authorship. Email correspondence w/ client re: damages.

Reviewed new documents produced by TOVE.

Drafted responses to new interrogatories and requests for documents sent to Mitch Clout.

Email correspondence w/ client re: case strategy. Zoom call w/ MC to discuss case strategy.

Email correspondence w/ opposing counsel re: outstanding discovery responses.

Ref #197

06/04/2024	Paralegal Work: Make requested edits to RPG and ROG for KI review	KS	0.30	\$325.00	\$97.50
06/04/2024	Draft/Revise: Review Plaintiff discovery requests and initial responses, prepare draft/recommendation for supplemental responses; prepare recommendations for client communication, including three proposed options for responding to discovery dispute and risks associated with each possible amended response	KC	0.60	\$625.00	\$375.00
06/04/2024	Communicate (with client): Review and respond to [REDACTED] 5-31 email response with signed Verification Pages for Mitchell Clout x TOVE Discovery Responses, Set One, including request for financials production as requested by TOVE and emphasized by OPC in Meet and Confer with LZ	KI	0.20	\$425.00	\$85.00
06/04/2024	Time: Draft substantive email with Partner (KC) to Client re "Discovery Strategy Issues and Action Items" for financial production/request by TOVE and outlined all three options and risks associated for client to make decision/determination on financials production to TOVE as requested in ROG 15 and RPD 16; sent to client after partner approval re legal research on FRCP Rules	KI	1.40	\$425.00	\$595.00
06/04/2024	Time: Updated 2 Verification Pages for RPDs + ROG's Supplemental Responses based on Partner (KC) feedback	KI	0.10	\$425.00	\$42.50
06/04/2024	Time: Review and provided substantive response to Mitch's 6-4 feedback to financial discovery requested and options sent on 6.4	KI	0.60	\$425.00	\$255.00
06/05/2024	Draft/Revise: Analysis of draft Supplemental Responses to RFP and Special Interrogatories, prepare recommended edits to responses and objections for service on plaintiff	KC	0.60	\$625.00	\$375.00
06/05/2024	Paralegal Work: Meet with KI re: Supplemental Set One Discovery	KS	0.50	\$325.00	\$162.50

	Responses (RPD + ROG); Prepare and send Responses to opposing counsel				
06/05/2024	Communicate (In Firm): Discussion with Partner (KC) re Discovery Motions based on timing of LZ's follow up on TOVE's failure to produce requested documents, including Discord Messages after December 2022	KI	0.30	\$425.00	\$127.50
06/05/2024	Draft/Revise: Draft Supplemental Responses to both RPDs and ROGs based on financial revenue requests made by TOVE, including ROG#6 explaining DW's alleged contributions to infrastructure based on Client's 6.5 feedback/draft of the alleged contributions/work for the NP Server/ Infrastructure	KI	0.50	\$425.00	\$212.50
06/05/2024	Review/Analyze: Review Paralegal (KS) assembly of both sets of Supplemental Responses to ROGs and RPDs; approved and provided instructions for email to Begakis to provide the Supp. Responses	KI	0.10	\$425.00	\$42.50
06/06/2024	Review/Analyze: Review the substantial amount of Discord Messages between DW and Koil sent by Koil on 6-6-24 via Discord in preparation of litigation x depositions x discovery; confirmed receipt to Client	KI	0.20	\$425.00	\$85.00
06/06/2024	Legal Research: Legal Research re FRCP rules for Motion to Compel discovery responses after meet and confer (TOVE lawsuit) per Partner (KC) 6.5 instructions	KI	0.40	\$425.00	\$170.00
06/06/2024	Review/Analyze: Review legal research re: discovery cutoff and motion to compel deadlines to timely follow up on meet and confer efforts with Plaintiff on documents and other discovery responses to preserve motion rights	KC	0.40	\$625.00	\$250.00
06/07/2024	Time: Review and substantively respond to Begakis 6-3 follow up on financial records discovery requests and provided follow up for LZ's 5-31 request for TOVE x DW Discord messages; Partner (KC) reviewed and sent to Begakis	KI	0.30	\$425.00	\$127.50
06/13/2024	Draft/Revise: Analysis of Begakis meet and confer letter, prepare detailed response including addressing issues raised for Tove and asserting NoPixel issues to include reiterated demand for post 12/22 correspondence before moving court; Discussion of additional modifications for Kat to make to finalize and send response (.4)	KC	1.80	\$625.00	\$1,125.00
06/13/2024	Review/Analyze: Review with Partner (KC) OPC (Begakis) 6-12 response re Supplemental Discovery Responses and Defendant's requested documents in preparation of providing response to Begakis	KI	0.30	\$425.00	\$127.50
06/13/2024	Review/Analyze: Review with Partner (KC) the v1 draft response letter to Begakis 6-12 response re Defendant's Supplemental Responses to ROGs and RPDs, including Plaintiff's refusal to provide Discord communications after December 13, 2022	KI	0.70	\$425.00	\$297.50
06/14/2024	Review/Analyze: Review, edit and finalize formal response to Begakis Meet and Confer letter to try and resolve discovery disputes without court motion/orders	KC	0.50	\$625.00	\$312.50
06/14/2024	Draft/Revise: Revise Partner (KC) v1 draft of substantive response to Begakis's 6-12 response re discovery responses, meet and confer and overall next steps in parties' failure to provide requested documents, incorporating Partner (KC) feedback from 6.13; sent to Partner (KC) for	KI	1.40	\$425.00	\$595.00

	review				
06/14/2024	Communicate (In Firm): Discuss with Partner (KC) v2 draft of response to OPC (Begakis) re Begakis 6.12 response re parties' contentions re discovery responses and suggested changes to ROG 6 section of response letter to Begakis	KI	0.20	\$425.00	\$85.00
	PARTNER TIME NOT BILLED				
06/14/2024	Time: Revise v3 draft with Partner (KC) and LZ changes and sent to Begakis with Client on "bcc"	KI	0.70	\$425.00	\$297.50
06/18/2024	Time: Review Client and Larry email thread re TOVE Expert Witness Report and respond to [REDACTED] 6-18 email re code expert list of referrals needed	KI	0.10	\$425.00	\$42.50
06/20/2024	Communicate (Other External): Telephone with Zerner re: depositions, demanding production of documents from plaintiff, possible MSJ motion, timeframe for discovery	KC	0.30	\$625.00	\$187.50
06/20/2024	Time: Communicated with 4 potential expert witnesses for TOVE Counter Report (Expert Counter)	KI	0.40	\$425.00	\$170.00
06/20/2024	Communicate (other outside counsel): Call with Partner (KC) and Larry Zerner re (i) expert witness search and communications, (ii) PayPal Subpoena, (iii) TOVE discovery obligations, specifically the December 2022 to present Discord communications between TOVE x DW	KI	0.40	\$425.00	\$170.00
06/20/2024	Communicate (Other External): Call with [REDACTED] from [REDACTED] re expert witness services	KI	0.20	\$425.00	\$85.00
06/21/2024	Communicate (Other External): Call with [REDACTED] for potential expert witness services for TOVE lawsuit	KI	0.20	\$425.00	\$85.00
06/21/2024	Communicate with potential expert witness [REDACTED] re: timing of testimony and trial, deposition, costs	KC	0.10	\$625.00	\$62.50
06/24/2024	Communicate (with client): Provide Mitch and [REDACTED] via Discord an update re potential expert witnesses, specifically discussions with [REDACTED] and Chris [REDACTED]; sent Chris's CV to Mitch	KI	0.10	\$425.00	\$42.50
06/24/2024	Communicate (In Firm): Call with Larry and Partner (KC) re potential expert witnesses and settlement options to present to client	KI	0.50	\$425.00	\$212.50
06/24/2024	Communicate (other outside counsel): Teleconference to discuss expert report and retention of expert to prepare counter-report	KC	0.30	\$625.00	\$187.50
06/25/2024	Communicate (with client): Call with Larry, Mitch and [REDACTED] re TOVE litigation updates and next steps	KI	0.40	\$425.00	\$170.00
06/26/2024	Communicate (with client): Review Begakis deposition requests and prepare correspondence to client explaining percipient and PMK deposition requirements	KC	0.30	\$625.00	\$187.50
06/26/2024	Communicate (Other External): Call with [REDACTED] re TOVE potential expert witness services	KI	0.70	\$425.00	\$297.50
06/26/2024	Communicate (Other External): Review and substantively respond to	KI	0.10	\$425.00	\$42.50

	[REDACTED] -26 email with the payment and account information for services payment including possible reduction to \$650 hourly rate as approved by Clients.				
06/26/2024	Communicate (Other External): Attend meeting with proposed expert to discuss qualifications, scope of work, complaint, plaintiff expert report	KC	0.50	\$625.00	\$312.50
06/26/2024	Communicate (Other External): Review Chris's 6-26 counter options (option A and B) re expert witness rates for TOVE matter and forwarded to Clients for review; Received client's acceptance of option A and communicated same to [REDACTED] with clients on copy to facilitate the payment and provide instructions to GitHub	KI	0.10	\$425.00	\$42.50
06/27/2024	Communicate (with client): Review and substantively respond to Mitch's 6-27 response re important of expert ([REDACTED])	KI	0.10	\$425.00	\$42.50
<b>Non-billable entries</b>					
06/04/2024	Time: Provide instructions to Paralegal to finalize TOVE x Mitchell Discovery Responses with signed Verification Pages and edits to minor issues with LZ's drafted responses in RPDs; including reviewing final to send to Begakis/TOVE	KI	0.20	\$425.00	\$85.00
	TIME NOT BILLED				
06/04/2024	Communicate (In Firm): Discussion with Partner (KC) re finalized Mitchell Clout x TOVE Discovery Responses and signed verification pages from Client on 5-31 and providing KS instructions to sending 2 sets of responses to Begakis/TOVE	KI	0.10	\$425.00	\$42.50
	TIME NOT BILLED				
06/04/2024	Communicate (In Firm): Discussion with Partner (KC) re Financial Discovery Option 2 communicated by Mitch on 6.4.24 and next steps in supplemental responses to OPC (Begakis)	KI	0.50	\$425.00	\$212.50
	TIME NOT BILLED				
06/17/2024	Review/Analyze: Review Ps 6-17-24 Expert Report (William J. Francis)	KI	0.40	\$425.00	\$170.00
	TIME NOT BILLED				
06/18/2024	Time: Discussed with Partner (RM) re code developer expert witness recommendation and sent intro email to [REDACTED]; calendared invite	KI	0.10	\$425.00	\$42.50
	TIME NOT BILLED				
06/18/2024	Communicate (Other External): Call with [REDACTED] re expert witness services for TOVE lawsuit	KI	0.20	\$425.00	\$85.00
	TIME NOT BILLED				
06/18/2024	Communicate (with client): Provide clients via Discord the update on compiling expert witness list for their review for counter report	KI	0.10	\$425.00	\$42.50
	TIME NOT BILLED				
06/20/2024	Communicate (with client): Provide via Discord to [REDACTED] and Mitch the	KI	0.10	\$425.00	\$42.50

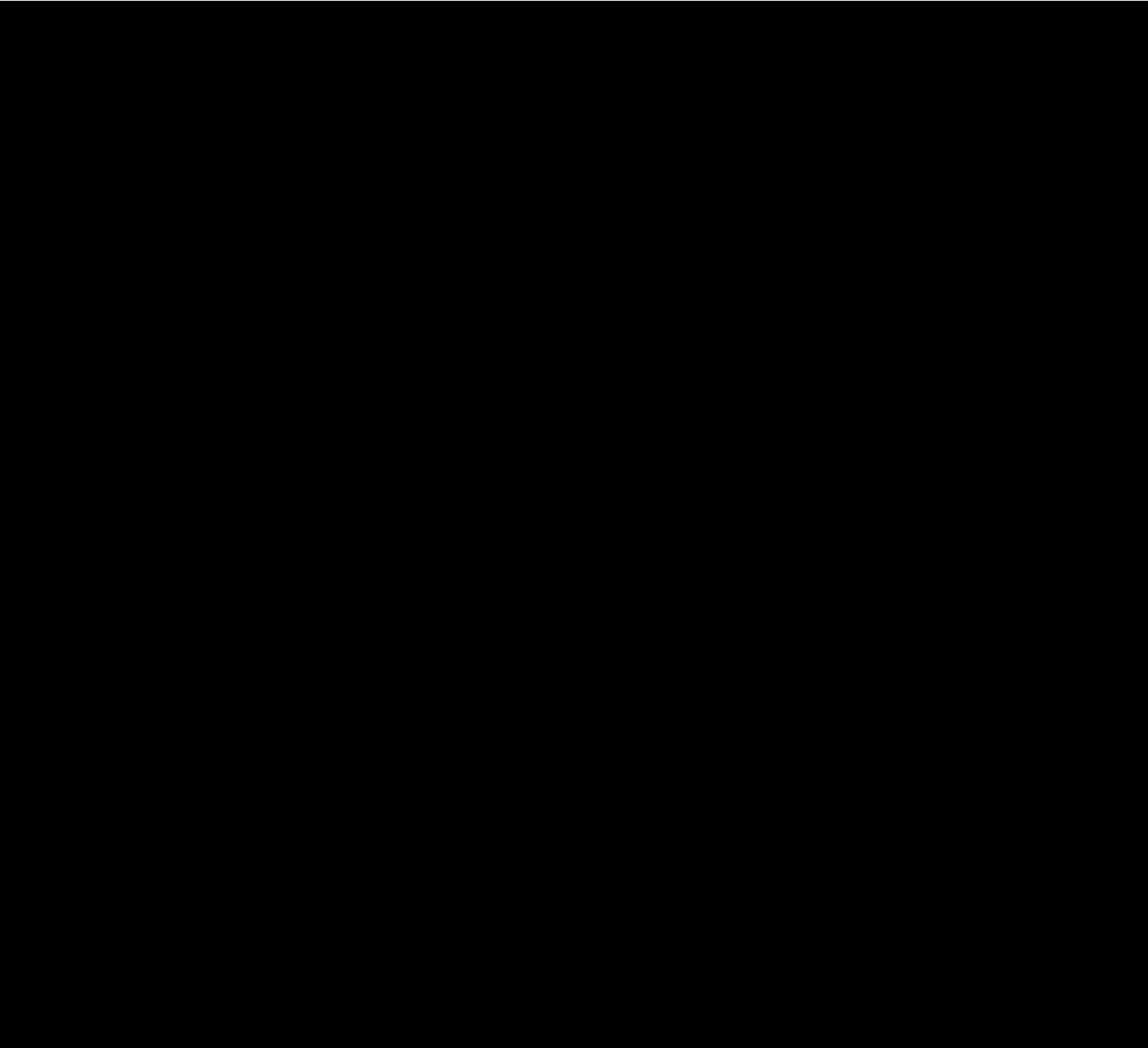
	TOVE status report re MoCo search for expert witness and Larry's email to Begakis re outstanding discovery + scheduling depositions					
	TIME NOT BILLED					
06/20/2024	Communicate (Other External): Email response to [REDACTED] for potential expert witness services due to 9/17 trial unavailability (for testifying to the report) with request for any referrals	KI	0.10	\$425.00	\$42.50	
	TIME NOT BILLED					
06/20/2024	Communicate (Other External): Review and respond to [REDACTED] 6-20 after call summary re TOVE expert witness services and provided First Amended Complaint for next steps	KI	0.10	\$425.00	\$42.50	
	TIME NOT BILLED					
06/20/2024	Communicate (with client): Review and respond to [REDACTED] 6-20 Discord Msgs re Begakis discovery updates and [REDACTED]	KI	0.20	\$425.00	\$85.00	
	TIME NOT BILLED					
06/21/2024	Communicate (Other External): Review and respond to [REDACTED] (Potential Expert Witness) 6-21 email request of the Complaint & other related documents in order to assess whether he can take the job	KI	0.10	\$425.00	\$42.50	
	TIME NOT BILLED					
06/24/2024	Time: Review [REDACTED] Partner (KC) emails on 6-21, including LZ's 6-21 response re trial requirements for expert witness and responded to [REDACTED] 6-22 email re scheduling call to discuss expert witness services	KI	0.10	\$425.00	\$42.50	
	TIME NOT BILLED					
06/24/2024	Communicate (with client): Check in discord conversation with [REDACTED] on 6-24 re communications between Tracey and Koil after 12/27/22	KI	0.10	\$425.00	\$42.50	
	TIME NOT BILLED					
06/25/2024	Time: Review and respond to Chris M. (potential expert witness for TOVE litigation) request for missing calendar invite; added Chris to KS calendar invite with confirmation of such to Chris	KI	0.10	\$425.00	\$42.50	
	TIME NOT BILLED					
06/26/2024	Communicate (with client): Provide clients with update re potential expert witness [REDACTED] and sent depo dates provided by Begakis re PMK for Koil + Mitch himself; sent calendar invite for the proposed depo dates to clients; including sending messages about what number to reduce expert witness hourly rates to in response to [REDACTED] 6.26 email	KI	0.20	\$425.00	\$85.00	
	TIME NOT BILLED.					
06/26/2024	Communicate (In Firm): Discuss with Larry and Keith [REDACTED] expert witness services and next steps/action items to clients re Chris's	KI	0.10	\$425.00	\$42.50	

retainer and hourly rate

TIME NOT BILLED

06/26/2024	Communicate (Other External): Sent [REDACTED] request for payment details and account information for clients to directly pay him with confirmation of rates and retainer after call on 6.26	KI	0.10	\$425.00	\$42.50
TIME NOT BILLED					

Subtotal      \$17,455.00





**INVOICE**

Invoice # 2167  
Date: 07/26/2024  
Due On: 07/29/2024

**Morrison Cooper LLP**

10900 Wilshire Blvd. Suite 930  
Los Angeles, CA 90024

Mitchell Clout  
No ixel Studios PTY LTD

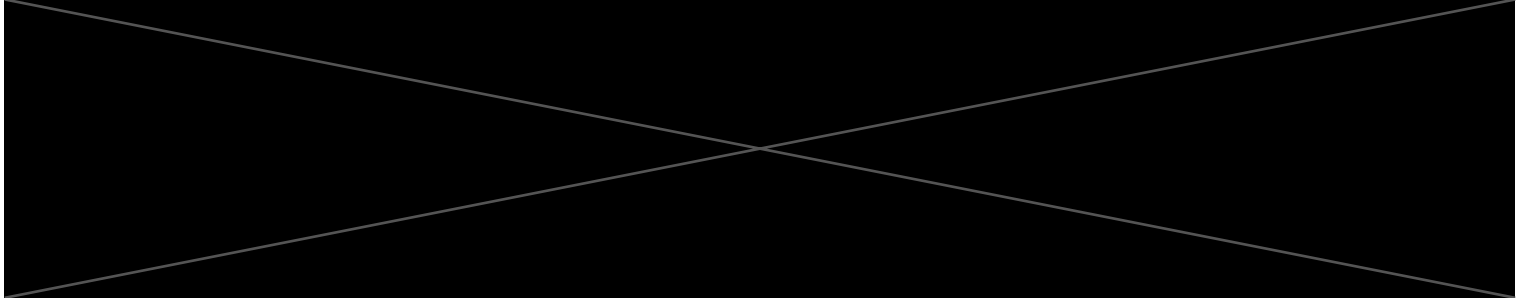
**Mitchell Clout - Hourly - Tove v. NoPixel Litigation**

Date	Notes	Attorney	Quantity	Rate	Total
07/26/2024	Outside Counsel: SGK Service Inc. - Invoice 4948	VD	1.00	\$25,525.00	\$25,525.00
	Garry Kitchen				
	6.75 7/9/24 Material review/analysis \$ 650.00 \$ 4,387.50				
	1.25 7/10/24 Material review/analysis \$ 650.00 \$ 812.50				
	0.75 7/12/24 Review/draft report \$ 650.00 \$ 487.50				
	5.00 7/13/24 Review/analysis/draft report \$ 650.00 \$ 3,250.00				
	6.00 7/14/24 Review/analysis/draft report \$ 650.00 \$ 3,900.00				
	8.00 7/15/24 Review/analysis/draft report \$ 650.00 \$ 5,200.00				
	5.75 7/16/24 Review/analysis/draft report \$ 650.00 \$ 3,737.50				
	David Crane				
	2.00 7/11/24 Material review/analysis \$ 500.00 \$ 1,000.00				
	6.00 7/12/24 Material review/analysis \$ 500.00 \$ 3,000.00				
	5.00 7/13/24 Material review/analysis \$ 500.00 \$ 2,500.00				
	4.00 7/14/24 Material review/analysis \$ 500.00 \$ 2,000.00				
	6.00 7/15/24 Material review/analysis \$ 500.00 \$ 3,000.00				
	4.50 7/16/24 Material review/analysis \$ 500.00 \$ 2,250.00				
	Application of initial retainer \$ (10,000.00)				
	-				
	TOTAL \$ 25,525.00				
	SGK Service Inc.				

**Subtotal \$25,525.00**

**Total \$25,525.00**

**Payment (07/29/2024) -\$25,525.00**

**Balance Owing****\$0.00**

*Please note our new remittance information below. Effective immediately.*

Please make all amounts payable to: Morrison Cooper LLP

Please pay within 3 days.

**INVOICE**

Invoice # 2261

Date: 07/29/2024

Due On: 08/28/2024

**Morrison Cooper LLP**10900 Wilshire Blvd. Suite 930  
Los Angeles, CA 90024Mitchell Clout  
Nopixel Studios PTY LTD**Mitchell Clout - Hourly - Tove v. NoPixel Litigation****Services**

Date	Notes	Attorney	Quantity	Rate	Discount	Total
07/01/2024	Review/Analyze: Analysis of multiple correspondence from client inquiring into complaint allegation concerning data breach and whether discovery would be appropriate to pursue; review complaint and provide responses to clients re: causes of action and relevancy of factual allegations thereto	KC	0.30	\$625.00	15.0%	\$159.37
07/01/2024	Communicate (other outside counsel): Telephone with Zerner re: Plaintiff discovery motion, coordination of deposition, PayPal documents, discovery documents to be reviewed by associate.	KC	0.20	\$625.00	15.0%	\$106.25
07/01/2024	Review/Analyze: Analysis of proposed discovery stipulations on motion to compel to verify factual allegations of respective positions and provide recommendations	KC	0.30	\$625.00	15.0%	\$159.37
07/02/2024	Larry Zerner Time Entry: Review Plaintiff's expert report. E-mail correspondence w/ client.  Conference w/ client to discuss case.  Prepare subpoena to Discord. Conduct meeting with expert witness to discuss case. Began preparing response to motion to compel documents  Legal research regarding implied license and joint work. Review Deposition Notices. E-mail correspondence with client regarding case and deposition.  Ref #207	RO	4.30	\$525.00	-	\$2,257.50
07/02/2024	Communicate (In Firm): Telephone with associate to discuss paypal records, evidentiary use and weight, plaintiff and paypal objections, preparation of summary	KC	0.30	\$625.00	15.0%	\$159.37

07/02/2024	Review/Analyze: Review PayPal Transaction Ledger produced by PayPal via Subpoena including additional documents (objections and declaration) produced by PayPal - highlighted relevant items for LZ review	KI	0.40	\$425.00	15.0%	\$144.50
07/02/2024	Time: Reviewed [REDACTED] 7-2-24 feedback to MoCo v1 Highlights to PayPal Transaction Ledger re Koil Content payments to DW PayPal Account and received Tebex x PayPal account number: 1720371200776169707 to identify in ledger as part of Koil payments to DW as PayPal was no longer in use to make payments to DW; provided the additional feedback in green to LZ for review	KI	0.40	\$425.00	15.0%	\$144.50
07/03/2024	Communicate (with client): Correspondence with client re: using notes at deposition and taking only PMK deposition and not personal deposition	KC	0.10	\$625.00	15.0%	\$53.12
07/03/2024	Legal Research: Analysis of 18 U.S. Code § 270 as cited by Discord in opposition to subpoena, review of code section exceptions to respond to Discord if any apply	KC	0.30	\$625.00	15.0%	\$159.37
07/03/2024	Communicate (Other External): Telephone from expert Chris to discuss content of report, communication with client, scope of report and rebuttal	KC	0.80	\$625.00	15.0%	\$425.00
07/09/2024	Review/Analyze: Review Conor's 7-9 findings re DW and AZ address possibilities and forwarded to [REDACTED] for review	KI	0.10	\$425.00	15.0%	\$36.12
07/09/2024	Communicate (Other External): Received [REDACTED] additional documents other than Repo Stats to be provided to Expert Garry Kitchen, including the Nopixel 3.0 Data Pull up to 2022, [REDACTED] x Nike Discord communications re Tebex, Tebex x DW Commits explanation re payment processing system - sent all 5 documents to Garry Kitchen	KI	0.20	\$425.00	15.0%	\$72.25
07/10/2024	Time: Review Garry's 7-10 requests (Repo Stats source code and David Crane GitHub access) and substantively respond with receipt and instructions to client ([REDACTED]) to provide requested access + code	KI	0.20	\$425.00	15.0%	\$72.25
07/10/2024	Time: Received [REDACTED] 7-10 confirmation that GitHub access provided to David Crane with confirmation email to David, including status of Client's production of the requested repo stats source code request	KI	0.10	\$425.00	15.0%	\$36.12
07/10/2024	Time: Received Garry's 7-10 confirmation that David Crane received access and provided Gary w/ the repo stats source code files, including "readme" file link from Client ([REDACTED]) with instructions in accessing files per Client [REDACTED]	KI	0.10	\$425.00	15.0%	\$36.12
07/11/2024	Time: Saved the clanny PayPal Invoices provided by Mitch on 7-10-24 via Discord and sent those saved PayPal invoices to LZ, including an explanation of DWDW name change relevance to that PayPal email address and NP TOS acceptance as mentioned in February 10 response letter to OPC (Begakis) in prep of 7.11 depo of DW	KI	0.20	\$425.00	15.0%	\$72.25

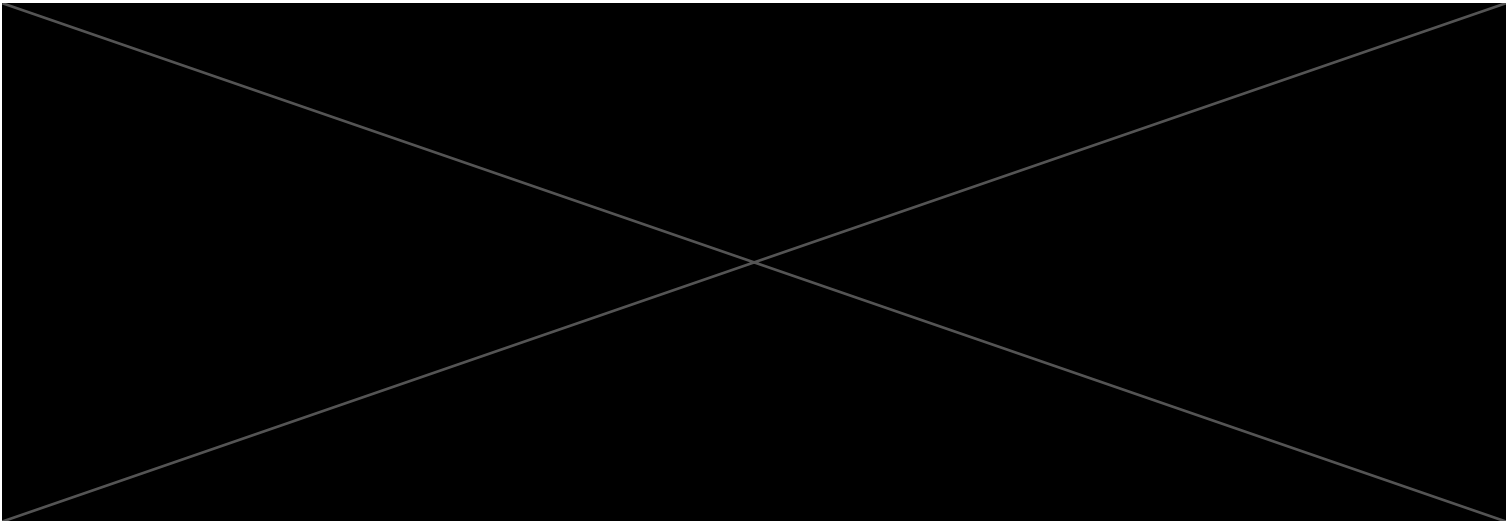
07/11/2024	Appear For/Attend: Attend TOVE x Danney Tracy Deposition	KI	5.00	\$425.00	15.0%	\$1,806.25
07/12/2024	Time: Received and compiled Mitch's 7-11 Discord Msgs and questions for Larry after DW 7.11 Deposition, including GitHub ToS and Alex x DW GitHub access communications for DW's personal GitHub repo access so that LZ can provided answers for Mitch (5 questions)	KI	0.40	\$425.00	15.0%	\$144.50
07/14/2024	Communicate (Other External): Received Expert Garry's 7/14 request to gain access to DW's Repo per TOVE's expert report provided on 6.17 and looped LZ to Garry's email to request the same from OPC (Begakis)	KI	0.10	\$425.00	15.0%	\$36.12
07/15/2024	Time: Reviewed Begakis 7.15 response to Larry's 7/14 DW GitHub Access Request per Garry's 7/14 email and the Expert Witness (Garry Kitchen) findings from TOVE's Expert Witness June 17th report; requested confirmations from Garry re both his and David Crane's emails to provide to OPC per OPC request so that DW can provide access (read me access)	KI	0.10	\$425.00	15.0%	\$36.12
07/15/2024	Time: Review [REDACTED] 7.12 Zip File re Alex x DW Msgs re DW GitHub Granted Access (to NoPixel by and through Alex) and forwarded to Larry for review with clients on copy	KI	0.10	\$425.00	15.0%	\$36.12
07/15/2024	Communicate (In Firm): Call with LZ re DW GitHub access, Garry Kitchen's expert services and rebuttal report, and the joint stipulation for extending trial with Begakis in prep of MSJ and expert rebuttal report	KI	0.30	\$425.00	15.0%	\$108.37
07/15/2024	Review/Analyze: Review Garry Kitchen 7-15-24 v1 draft of Expert Rebuttal Report and sent to [REDACTED] via Discord for review; responded to Garry with feedback as well	KI	0.30	\$425.00	15.0%	\$108.37
07/16/2024	Time: Discussion with Mitch via Discord on 7-16 re any potential depositions; review scheduling with OPC (Begakis) and sent email to LZ to confirm after seeing no confirmed date for individual Depo for Mitch with Mitch on copy; received and reviewed LZ feedback to Mitch's question	KI	0.20	\$425.00	15.0%	\$72.25
07/18/2024	Paralegal Work: Draft Subpoena for LZ review	KS	0.20	\$325.00	15.0%	\$55.25
07/24/2024	Communicate (In Firm): Discuss with Partner (KC) TOVE's Expert Addendum dated on 7-24 and Jackson Lewis Immigration Documents/Information request/next steps	KI	0.30	\$425.00	15.0%	\$108.37
<b>Non-billable services</b>						
07/01/2024	Communicate (other outside counsel): Review and respond to Larry's 7-1 email request to (1) notate relevant facts/details from TOVE x DW Discord conversations and (2) PayPal production; forwarded the #1 task to LZ from May 30th (Completed)	KI	0.10	\$425.00	-	\$42.50
	TIME NOT BILLED					
07/02/2024	Review/Analyze: Review KOIL PMK Declaration version 2 drafted by LZ sent to client for review/execution	KI	0.10	\$425.00	-	\$42.50

TIME NOT BILLED						
07/02/2024	Communicate (In Firm): Discuss with Partner (KC) PayPal findings from PayPal x DW Transaction Ledger produced by PayPal	KI	0.20	\$425.00	-	\$85.00
TIME NOT BILLED						
07/03/2024	Communicate (In Firm): Review and respond to Partner (KC) request for color-code legend provided by [REDACTED] in March 2024 (provided all docs to KC), to provide the Rebuttal Expert Witness deadline date (w/ LZ confirmation needed), and proposed communication MoCo team and Expert Witness Chris Mattman	KI	0.10	\$425.00	-	\$42.50
TIME NOT BILLED						
07/03/2024	Review/Analyze: Review Joint Stipulation Motion to Compel Version 3, 4 and 5 prepared by both LZ and OPC (Begakis), including Declarations	KI	0.20	\$425.00	-	\$85.00
TIME NOT BILLED						
07/09/2024	Time: Per Partner (KC) obtain new expert witness per Chris Mattman quitting on 7-9-24 (interviewed [REDACTED]); Sent NDA to Garry Kitchen for services; Sent [REDACTED] confirmation re receipt of rates and services agreement; forwarded to Client and accepted Garry Kitchen rate per Client's [REDACTED] 7-9 Approval; call with Annegre re expert approval + documents provided in prep of expert's rebuttal report; forwarded invoice to Vero from Garry Kitchen  (TIME NOT BILLED)	KI	6.40	\$425.00	-	\$2,720.00
07/10/2024	Communicate (Other External): 7-10-24 Call with [REDACTED] re Expert Witness Services	KI	0.10	\$425.00	-	\$42.50
TIME NOT BILLED						
07/10/2024	Communicate (Other External): 7-10-24 Call with [REDACTED] re Expert Witness Services	KI	0.10	\$425.00	-	\$42.50
TIME NOT BILLED						
07/11/2024	Communicate (Other External): Call with [REDACTED] (expert witness) re not proceeding with his firm's services per 7.9 call and email	KI	0.10	\$425.00	-	\$42.50
TIME NOT BILLED						
07/12/2024	Appear For/Attend: Depo of JK (PMK for TOVE)	KI	2.00	\$425.00	-	\$850.00
TIME NOT BILLED						

07/12/2024	Communicate (In Firm): Provided Garry expert request for DW GitHub access per Annegre 7-12 reminder to LZ for feedback	KI	0.10	\$425.00	-	\$42.50
TIME NOT BILLED						
07/12/2024	Time: Review LZ 7-12 substantive feedback to Mitch's 7.11 questions sent on 7.12 with PDF of screenshots of GitHub ToS per LZ request for review	KI	0.10	\$425.00	-	\$42.50
TIME NOT BILLED						
07/16/2024	Communicate (Other External): Review and substantively respond to Chris Mattmann's 7-16 confirmation that wire payment reflected to leave his account and into firm's	KI	0.10	\$425.00	-	\$42.50
TIME NOT BILLED						
07/24/2024	Review/Analyze: Review TOVE's Expert's 7-24-24 Addendum to Expert Report (specifically re ToS acceptance/mechanisms)	KI	0.30	\$425.00	-	\$127.50
TIME NOT BILLED						
Line Item Discount Subtotal						-\$767.32
Services Subtotal						\$6,605.18

Expenses

Date	Notes	Attorney	Quantity	Rate	Total
07/02/2024	Outside Counsel: Delivery Service Fee - Delivery of subpoena to Discord	RO	1.00	\$41.17	\$41.17
Expenses Subtotal					\$41.17
Subtotal					\$6,646.35



**INVOICE**

Invoice # 2398

Date: 08/29/2024

Due On: 09/28/2024

**Morrison Cooper LLP**10900 Wilshire Blvd. Suite 930  
Los Angeles, CA 90024Mitchell Clout  
No ixel Studios PTY LTD**Mitchell Clout - Hourly - Tove v. NoPixel Litigation****Services**

Date	Notes	Attorney	Quantity	Rate	Discount	Total
06/05/2024	Time: Review with Partner (KC) the v1 draft of the Supplemental Responses to both the ROGs and RPDs re financial revenue requests and DW alleged "contributions" to NP Infrastructure; finalized drafts and sent to Paralegal (KS) to assemble with the documents index to produce to OPC (Begakis)	KI	0.60	\$425.00	-	\$255.00
08/01/2024	Larry Zerner Time Entry: 7/1/2024 Review DW Paypal documents; E-mail correspondence with Plaintiff's lawyer regarding depositions; Prepare Response to Motion to Compel documents; Prepare declaration for Mitch Clout Qty: 3.60, Rate: \$525.00  7/2/2024 Revise and finish Motion to Compel and Clout Declaration; E-mail correspondence with Begakis regarding depositions. Qty: 1.00, Rate: \$525.00  7/3/2024 Review and Revise motion to compel documents. E-mail correspondence with client regarding Australian copyright law; E-mail correspondence with Australian lawyer regarding possible lawsuit against DW Qty: 0.40, Rate: \$525.00  7/8/2024 Prepare for deposition of Daniel Tracey and TOVE; Telephone conference with Australian lawyer regarding suing DW. Telephone conference with Mitch to prepare him for deposition. Qty: 3.10, Rate: \$525.00	RO	41.80	\$525.00	-	\$21,945.00



7/9/2024

Prepare questions for DW and TOVE Depositions; Defend Mitch's deposition.

Qty: 7.00, Rate: \$525.00

7/10/2024

Draft questions for Tracey and TOVE's deposition

Qty: 5.00, Rate: \$525.00

7/11/2024

Prepare for and take Danny Tracey's deposition Prepare for TOVE Deposition

Qty: 7.80, Rate: \$525.00

7/12/2024

Legal Research regarding Joint Work; Prepare for and take Jacques Khalil's deposition

Qty: 4.90, Rate: \$525.00

7/14/2024

Draft letter to TOVE's lawyer regarding failure to provide access to Danny's Github.

Qty: 0.30, Rate: \$525.00

7/15/2024

Read and respond to email from Plaintiff's lawyer regarding discovery. Telephone conference with Garry Kitchen (Expert Witness). Telephone conference with John Bugakis; E-mail correspondence with Client regarding moving trial date.

Qty: 2.80, Rate: \$525.00

7/16/2024

Review Expert Report; Telephone conference with Expert regarding changes to report. Prepare Oppoiition to Motion to Compel documents

Qty: 2.00, Rate: \$525.00

7/19/2024

Review order from court denying stipulation to continue trial. Conference with Keith to discuss options; Conference with Mitch to discuss options.

Qty: 0.50, Rate: \$525.00

7/22/2024

Review motion to continue trial. E-mail correspondence with Plaintiff's lawyer regarding motion to quash subpoena to Immigration attorneys

Qty: 0.50, Rate: \$525.00

7/23/2024

Travel to and attend meet and confer to discuss motion for summary judgment and Motion to Quash subpoena for Immigration records

Qty: 1.50, Rate: \$525.00

<p>7/24/2024 Review Supplemental Expert Report. E-mail correspondence with Client Qty: 0.20, Rate: \$525.00</p> <p>7/26/2024 Review order of court. Review TOVE deposition transcript; Telephone conference with Expert; Telephone conference with Mitch Qty: 0.70, Rate: \$525.00</p> <p>7/31/2024 Review supplemental expert report; E-mail correspondence with Expert; Prepare deposition Notice Qty: 0.50, Rate: \$525.00</p> <p>Qty: 41.8, Rate: \$525.00, Total: \$21,945.00</p> <p>Ref #213</p>						
08/05/2024	Appear For/Attend: Appear for TOVE William J. Francis Deposition	KI	1.80	\$425.00	100.0%	\$0.00
TIME NOT BILLED						
08/12/2024	Communicate (with client): Call with Larry re research matter: Common Interest Doctrine re AC privilege and TOVE Privilege Log referencing JK x DW Discord Msgs after 2022	KI	0.30	\$425.00	-	\$127.50
08/12/2024	Legal Research: Research FRCP 26(b)(5) and Common Interest Doctrine under all relevant federal courts, including 9th Cir for challenging redacted/privileged material by TOVE - sent findings to LZ for review	KI	2.50	\$425.00	-	\$1,062.50
08/13/2024	Review/Analyze: Analysis of Plaintiff and No Pixel Expert Reports, analysis of Plaintiff MSJ, telephone with Zerner re: content of motion and division of labor for responding to motion, and multiple communications with client, all for preparation of Opposition to Motion for Summary Judgment	KC	2.30	\$625.00	-	\$1,437.50
08/14/2024	Draft/Revise: Prepare initial draft of Separate Statement of Undisputed Facts in Opposition to Plaintiff's Motion for Summary Judgment	KC	4.90	\$625.00	-	\$3,062.50
08/15/2024	Draft/Revise: Complete preparation of initial draft of response to Plaintiff Separate Statement for MSA Opposition	KC	1.80	\$625.00	-	\$1,125.00
08/15/2024	Paralegal Work: Make formatting edits to Statement of Facts and finalize document for KC and LZ review	KS	1.80	\$325.00	-	\$585.00
08/16/2024	Draft/Revise: Prepare Clout Declaration in support of MSA opposition, following review of opposition brief and citation to needed testimony	KC	2.30	\$625.00	-	\$1,437.50
08/16/2024	Paralegal Work: Format and finalize Mitchell Clout declaration for KC and LZ review	KS	0.30	\$325.00	-	\$97.50

08/16/2024	Time: Review and discuss on Discord with [REDACTED] the forwarded US Dept of Labor response re DW x TOVE Labor Complaint, including Mitch's email re it ("No Reasonable Cause" Ltr)	KI	0.10	\$425.00	-	\$42.50
08/19/2024	Revise Declarations for Kitchen and Clout; make requested edits; send to LZ for review	KS	0.40	\$325.00	-	\$130.00
08/19/2024	Review/Analyze: Review second draft of opposition, prepare edits to Kitchen declaration, compare evidence, telephone call with Begakis re: objections to submitting Application in support of Visa, review of evidence for final submission to court	KC	1.70	\$625.00	-	\$1,062.50
08/26/2024	Time: Review USCIS document request by Clients via Discord and provided substantive info and documents to Clients via Discord re signature authentication of Mitch on USCIS 10-17 letter and strengths/risks/cons for this argument (USCIS Ltr x Mitch signature)	KI	0.50	\$425.00	-	\$212.50
08/26/2024	Analysis of 120 messages re: letter to US Immigration, signature authenticity and facts, review letter, prepare opinion on relevancy to issues presently before the court in MSA	KC	0.40	\$625.00	-	\$250.00
<b>Non-billable services</b>						
08/19/2024	Review/Analyze: Review P's MSJ Filing; D's 8-19-24 Opposition and Client (Mitch) Declaration (signed on 8-19)	KI	0.70	\$425.00	-	\$297.50
	TIME NOT BILLED					

**Line Item Discount Subtotal**      **-\$765.00**

**Services Subtotal**      **\$32,832.50**

## Expenses

Date	Notes	Attorney	Quantity	Rate	Total
08/01/2024	Outside Counsel: 7/16/2024 Fedex to Department of Labor \$38.59	RO	1.00	\$126.10	\$126.10
	7/18/2024 Send Subpoena to the Immigration Law Firm that handled Danny's Immigration \$87.51				
	Ref #213				
08/01/2024	Deposition Transcripts: Kennedy Court Reporters, Inc	VD	1.00	\$1,020.25	\$1,020.25
	07-09-24 CERTIFIED COPY OF TRANSCRIPT OF:  PMK for Koil Content - Expert 217.00 Pages @ 3.750 813.75 Digital Transcript Package 1.00 @ 55.000 55.00				

Reporter Certificate 1.00 Pages @ 45.000 45.00  
B&W Exhibit 90.00 @ 0.350 31.50  
Color Exhibits 54.00 @ 0.500 27.00  
Handling 1.00 @ 48.000 48.00

Total Invoice: \$1,020.25

Ref #214

08/01/2024	Deposition Transcripts: Veritext, LLC - California Region Deposition Invoice of 07-11-24 Witness: Daniel Tracey Amount	VD	1.00	\$2,970.00	\$2,970.00
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Transcript Services \$1,663.70  
Professional Attendance \$707.50  
Exhibits \$33.80  
Processing & Electronic Files \$160.00  
Virtual Services \$295.00  
Over 100 Transcript Pages \$110.00

Invoice Total: \$2,970.00

Ref #215

08/01/2024	Deposition Transcripts: Veritext, LLC - California Region Deposition Invoice of 8/5/2024 Witness: William Francis Amount	VD	1.00	\$1,929.20	\$1,929.20
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Transcript Services \$647.70  
Transcript Services - Priority Request \$586.50  
Professional Attendance \$185.00  
Logistics, Processing & Electronic Files \$160.00  
Virtual Services \$295.00  
Smart Summary - Under 100 Transcript Pages \$55.00

Invoice Total: \$1,929.20

Ref #217

**Expenses Subtotal** **\$6,045.55**

**Subtotal** **\$38,878.05**



## INVOICE

Invoice # 2559  
Date: 09/30/2024  
Due On: 10/30/2024

### Morrison Cooper LLP

10900 Wilshire Blvd. Suite 930  
Los Angeles, CA 90024

Mitchell Clout  
No ixel Studios PTY LTD



### Mitchell Clout - Hourly - Tove v. NoPixel Litigation

#### Services

Date	Notes	Attorney	Quantity	Rate	Total
08/29/2024	Review/Analyze: Review Plaintiff's Complaint and MSJ, declarations of Kitchen and Francis, opposition to MSJ and commence preparation of Defendants' Motion for Summary Judgment, including facts in support thereof, revised chronology to fit proposed MSJ arguments	KC	4.20	\$625.00	\$2,625.00
08/30/2024	Draft/Revise: Prepare initial draft of Defendant MSJ including legal arguments for requires standard, brief research on defense MSJ against declaratory relief claims, and drafting of initial argument on Plaintiff's First Cause of Action for Declaratory Relief and judgment against same	KC	2.60	\$625.00	\$1,625.00
09/02/2024	Draft/Revise: Prepare updated Motion for Summary Judgment to include argument on all three causes of action and requested disposition. Update arguments on each element to include facts.	KC	2.10	\$625.00	\$1,312.50
09/03/2024	Larry Zerner Time Entry: 8/2/24 - Prepare for Expert Witness deposition of Bill Francis; Telephone conference with Mitch regarding deposition. Hours: 1.2  8/3/24 - Review documents produced by Plaintiff's expert. Hours: .3  8/5/24 - Take Bill Francis' deposition. Hours: 2.4  8/6/24 - Work on Opposition to Motion for Summary Judgment. Hours: .9  8/8/24 - Read and respond to emails from client regarding discovery and financials. Hours: .3  8/9/24 - Review and produce financial documents. E-mail correspondence with client; Review Plaintiff's motion for protective order regarding attorney immigration documents. Hours: 1.0  8/12/24 - Review Documents produced by Plaintiffs; Research Common Interest Defense; Continue drafting Opposition to Motion for Summary	RO	30.70	\$525.00	\$16,117.50

Judgment. Hours: 1.6

8/14/24 - Continue drafting Opposition to Motion for Summary Judgment; Telephone conference with Plaintiff's counsel. Hours: 7.0

8/15/24 - Continue work on Opposition to MSJ. Hours: 4.6

8/16/24 - Continue work on Opposition to Motion for Summary Judgment. Hours: 1.8

8/17/24 - Revise Mitch Clout Declaration. Hours: .2

8/19/24 - Finalize and file opposition to motion for summary judgment. Draft opposition to motion to quash subpoena. Hours: 6.7

8/20/24 - Continue work on Opposition to Motion to Quash. Hours: 2.3

8/26/24 - Review Plaintiff's Reply Brief to Motion for Summary Judgment. Hours: .4

09/03/2024	Draft/Revise: Prepare Separate Statement of Facts and revise Motion for Summary Judgment to match Separate Statement; include additional factual arguments in brief	KC	5.90	\$625.00	\$3,687.50
09/11/2024	Time: Review and redline v2 draft of NoPixel MSJ prepared by Partner (KC); sent to Partner and LZ	KI	0.40	\$425.00	\$170.00
09/11/2024	Review/Analyze: Review NoPixel Separate Statement of Facts (both versions) prepared by Partner (KC)	KI	0.20	\$425.00	\$85.00
09/17/2024	Review/Analyze: Review motion, USMF and declarations in support of MSJ with paralegal for preparation of adding evidence and filing MSJ	KC	0.70	\$625.00	\$437.50
09/18/2024	Paralegal Work: Prepare Motion for Summary Judgment for KC/LZ review	KS	3.00	\$325.00	\$975.00
09/19/2024	Paralegal Work: Make additional edits and finalize client and LZ's declaration, Statement of Undisputed facts, and MSJ for LZ/KC review	KS	0.70	\$325.00	\$227.50
09/19/2024	Review/Analyze: Review updated USMF and Clout declaration for updating MSJ with evidence and adjustments to statement of facts in brief	KC	0.50	\$625.00	\$312.50
09/19/2024	Review/Analyze: Review revised MSJ and Larry's additions thereto, approve Points & Authorities	KC	0.80	\$625.00	\$500.00
<b>Non-billable services</b>					
09/10/2024	Time: Review Joint Stipulation between OPC (Begakis) and Larry re Immigration Motion to Quash, including Larry's substantive response re OPC to dismiss claim and communicated with [REDACTED] on Discord re this litigation update	KI	0.30	\$425.00	\$127.50
	TIME NOT BILLED				
09/16/2024	Review/Analyze: Review Benjamin Lau finalized Declaration and Larry's email with the finalized and filed Joint. Stipulation with Judge Chooljian	KI	0.20	\$425.00	\$85.00

TIME NOT BILLED

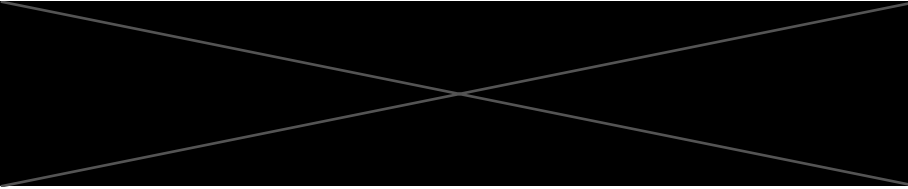
**Services Subtotal \$28,075.00****Expenses**

Date	Notes	Attorney	Quantity	Rate	Total
09/03/2024	Outside Counsel: Expert Witness Fee - Flat Fee  Ref #221	RO	1.00	\$300.00	\$300.00
09/08/2024	Experts: SGK Service Inc. - Invoice 4961  8/14/24 Call with attorney Time: 0.25, Rate: \$650.00, Total: \$162.50  8/19/24 Review and signing of second declaration Time: 0.75, Rate: \$650.00, Total: \$487.50\$  Invoice Total: \$650.00  Ref #222	VD	1.00	\$650.00	\$650.00
09/25/2024	Deposition Transcripts: Veritext, LLC - California Region Deposition Invoice of 7/12/24  Witness: PMK That One Video Entertainment Jacque Khalil  Transcript Services \$603.25 Professional Attendance \$185.00 Exhibits - \$19.50 Logistics, Processing & Electronic Files \$160.00 Virtual Services - \$295.00 Smart Summary - Under 100 Transcript Pages \$55.00  Invoice Total: \$1,337.52  Ref #228	VD	1.00	\$1,337.52	\$1,337.52

**Expenses Subtotal \$2,287.52****Subtotal \$30,362.52**

## Remittance Advice

### Wire Transfer Information



Please provide adequate payment to cover the wire fees assessed by your financial institution.

Please email **accounting@morrisoncooper.com** with a confirmation number once the wire has been initiated and include the invoice number 2559 as an additional reference so we may accurately identify and apply your payment.





COOPER &amp; IRAVANI, LLP

15303 Ventura Blvd., 9th Floor  
 Sherman Oaks, CA 91403  
 Email: info@ci-lawgroup.com

**INVOICE**

Invoice # 141  
 Date: 10/31/2024  
 Due On: 11/30/2024

Nopixel Studios PTY LTD

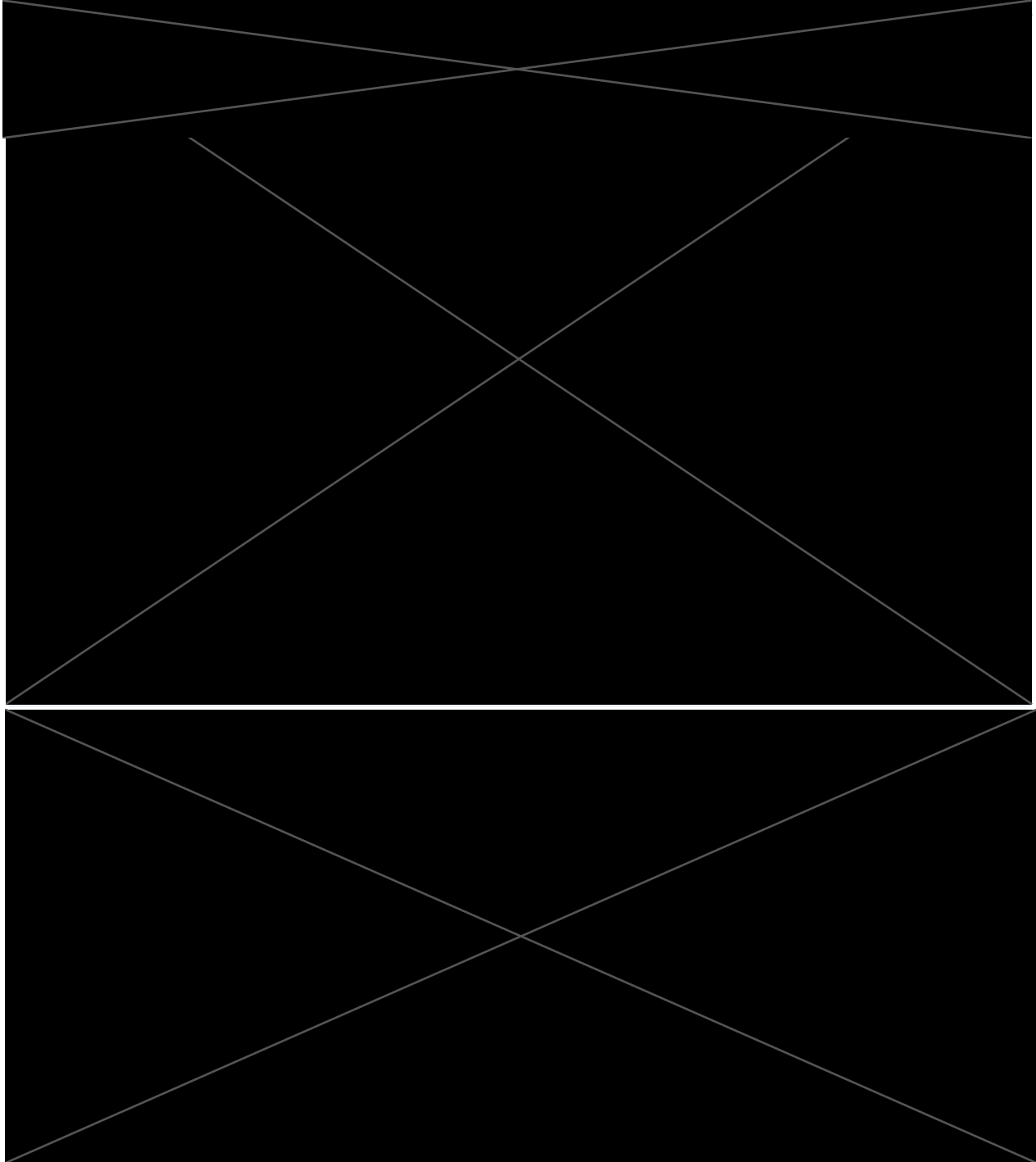
**Nopixel Studios PTY LTD - TOVE Litigation****TOVE Litigation**

Date	Notes	Attorney	Quantity	Rate	Total
10/02/2024	Draft/Revise: Prepare summary of litigation, MSJ, trial preparation and recommendations for discussion to discuss possible sanctions  TIME REDUCED FROM .4 TO .2	Keith Cooper	0.20	\$350.00	\$70.00
11/01/2024	Draft/Revise: Commence preparation of Motion for Attorney Fees (prepare initial statement of facts, and initial portion of legal authority for fees under U.S. Copyright Act).  TIME REDUCED FROM 2.0 TO 1.5	Keith Cooper	1.50	\$350.00	\$525.00
<b>Non-billable entries</b>					
10/04/2024	Communicate (w Client): Call with Mitchell, [REDACTED] Larry and Partner (KC) re next steps for litigation  TIME NOT BILLED	Katayoon Iravani	0.30	\$350.00	\$105.00
10/16/2024	Communicate (w Client): Review and forward Larry x Begakis updates re TOVE MSJ and potential settlement to Client with discussion via Discord as to Mitch's options  TIME NOT BILLED	Katayoon Iravani	0.20	\$350.00	\$70.00
10/17/2024	Time: Review and Forward to Client [REDACTED] the LZ 10-17 response to OPC (Begakis) attorneys' fees and costs reimbursement in potential stipulation related to MSJ  TIME NOT BILLED	Katayoon Iravani	0.10	\$350.00	\$35.00
10/24/2024	Time: Reviewed Court's entered order on 10-24 and discussed with client via Discord; removed	Katayoon Iravani	0.10	\$350.00	\$35.00

upcoming hearing dates from calendar

TIME NOT BILLED

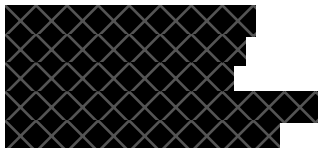
**Subtotal \$595.00**



## Remittance Advice

### Wire Transfer Information

Bank Name/Address:



Please provide adequate payment to cover the wire fees assessed by your financial institution. Please email **info@ci-lawgroup.com** with a confirmation number once the wire has been initiated.

Please include the invoice number 141 as an additional reference so we may accurately identify and apply your payment.

Please provide adequate payment to cover the wire fees assessed by your financial institution.

**INVOICE**

Invoice # 2658

Date: 10/31/2024

Due On: 11/30/2024

**Morrison Cooper LLP**10900 Wilshire Blvd. Suite 930  
Los Angeles, CA 90024Mitchell Clout  
Nopixel Studios PTY LTD**Mitchell Clout - Hourly - Tove v. NoPixel Litigation****Services**

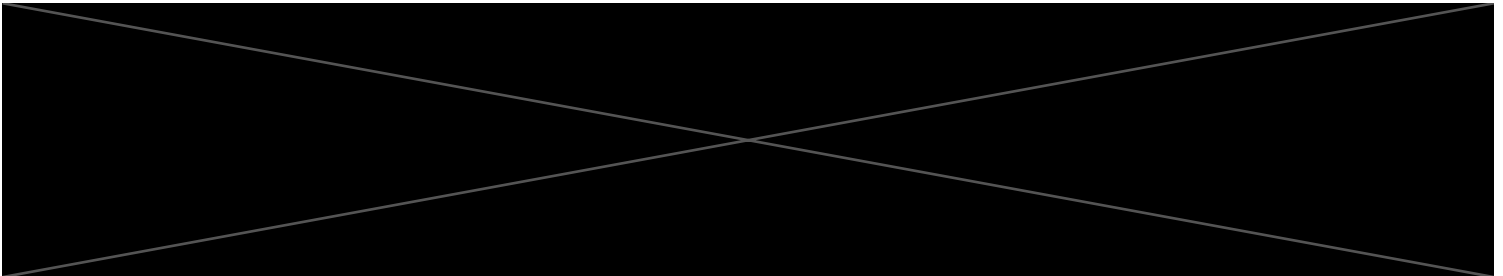
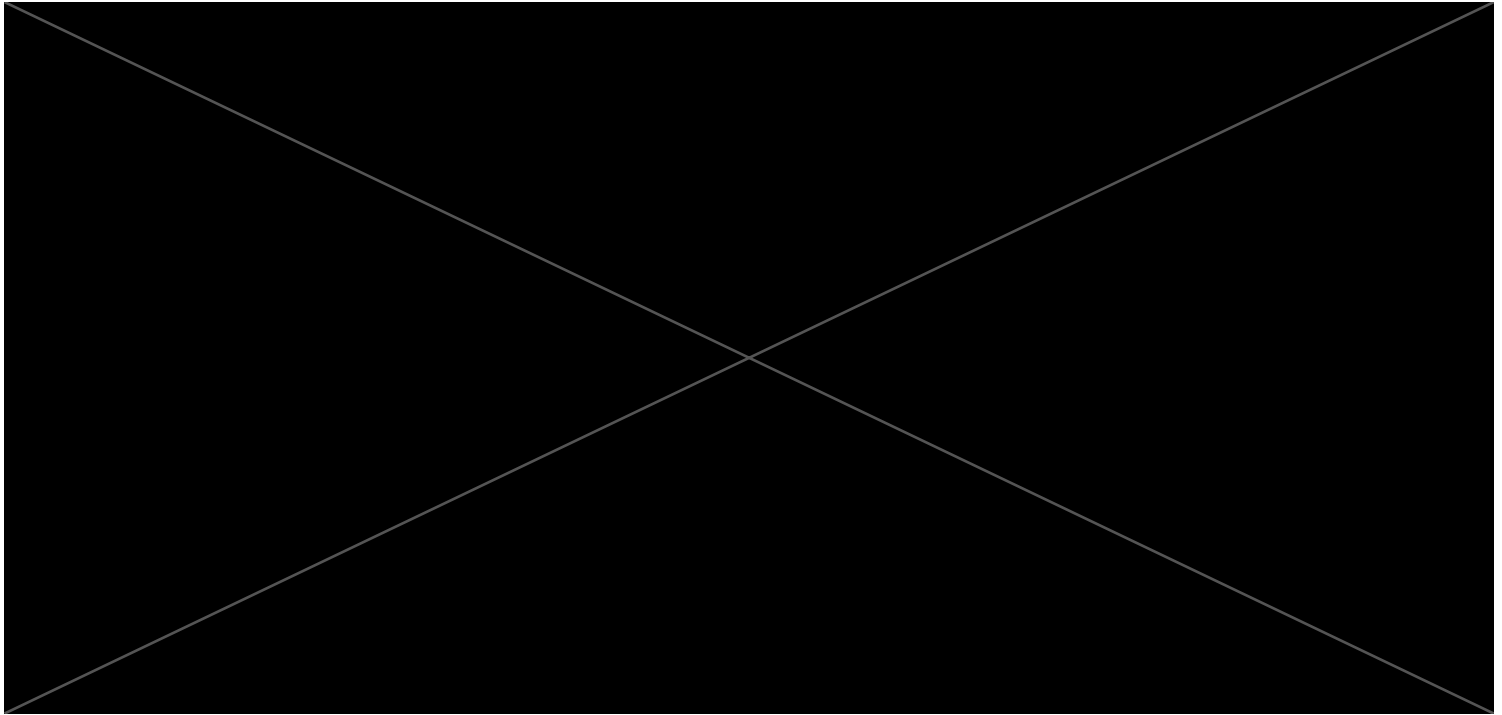
Date	Notes	Attorney	Quantity	Rate	Total
10/15/2024	Larry Zerner Time Entry: 9/4/24 - .6 hrs - Revise Motion for MSJ	RO	9.50	\$525.00	\$4,987.50
	9/5/24 - .3 hrs - File response to Plaintiff's objections; E-mail correspondence with Plaintiff's counsel regarding motions and depositions				
	9/9/24 - 2.9 hrs - Prepare for and attend hearing on Motion for Summary Judgment				
	9/10/24 - 1.1 hrs - E-mail correspondence with Opposing Counsel regarding dismissing case. Continue preparing Motion for Summary Judgment; Revise Joint Statement to Court regarding Motion for protective order.				
	9/11/24 - 1.5 hrs - Continue work on Motion for Summary Judgement				
	9/16/24 - 1.1 hrs - Continue drafting Motion for Summary Judgment.				
	9/18/24 - 2.0 hrs- Continue drafting Motion for Summary Judgment				
Services Subtotal					\$4,987.50

**Expenses**

Date	Notes	Attorney	Quantity	Rate	Total
10/15/2024	Other Professionals: Larry Zerner Court Parking Fee	RO	1.00	\$18.00	\$18.00
Expenses Subtotal					\$18.00

**Subtotal \$5,005.50**

**Total \$5 005.50**



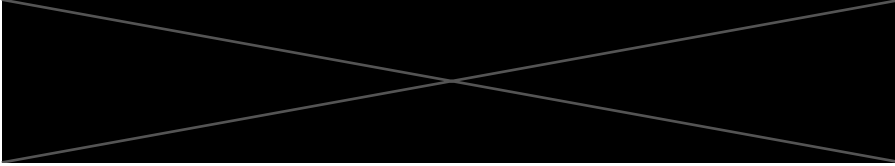
*Please note our new remittance information below. Effective immediately.*

Please make all amounts payable to: Morrison Cooper LLP

Please pay within 30 days.

## Remittance Advice

### Wire Transfer Information



Please provide adequate payment to cover the wire fees assessed by your financial institution.

Please email **accounting@morrisoncooper.com** with a confirmation number once the wire has been initiated and include the invoice number 2658 as an additional reference so we may accurately identify and apply your payment.



## Law Office of Larry Zerner

## INVOICE

1801 Century Park East  
Suite 2400  
Los Angeles, CA 90067  
USA

larry@zernerlaw.com  
www.Zernerlaw.com  
O: (310) 773-3623

Number	3985
Issue Date	11/1/2024
Due Date	11/16/2024
Matter	212421575 - NoPixel v. TOVE
Email	

### Bill To:

NoPixel

Pay Now

### Time Entries

Time Entries	Billed By	Rate	Hours	Sub
10/2/2024 Draft Reply Brief	LARRY ZERNER	\$525.00	0.50	\$262.50
10/4/2024 Research obtaining attorney's fees after judgment; Telephone conference with Client regarding case status.	LARRY ZERNER	\$525.00	0.60	\$315.00
10/15/2024 E-mail correspondence with Plaintiff's lawyer regarding stipulating to judgment	LARRY ZERNER	\$525.00	0.20	\$105.00
10/18/2024 Prepare and file Stipulation and Order for Summary Judgment	LARRY ZERNER	\$525.00	0.80	\$420.00
10/28/2024 Begin drafting motion for Attorney's fees.	LARRY ZERNER	\$525.00	1.00	\$525.00
10/30/2024 Conduct mandatory meet and confer with opposing counsel to discuss Motion for Attorney's fees.	LARRY ZERNER	\$525.00	0.20	\$105.00
<b>Time Entries Total</b>			<b>3.30</b>	<b>\$1,732.50</b>

Total (USD)	\$1,732.50
Paid	\$0.00
Balance	\$1,732.50

Pay Now

# EXHIBIT 5



Case	Description	Narrative	Date	Invoice #	Billed Amount
TOVE	Expert Witness	Garry Kitchen Initial Rebuttal Report	7/26/24	4948	\$ 25,525.00
TOVE	Expert Witness	Garry Kitchen Deposit Retainer	7/26/24	2288	\$ 10,000.00
TOVE	Subpoena	Discord Subpoena	7/2/24	2261	\$ 41.17
TOVE	Subpoena	Immigration Law Firm - Jackson Lewis	8/1/24	2398	\$ 126.10
TOVE	Deposition Transcript	Kennedy Court Reporters, Inc. - PMK for Koil Content	8/1/24	2398	\$ 1,020.25
TOVE	Deposition Transcript	Veritext, LLC - Daniel Tracey Depo	8/1/24	2398	\$ 2,970.00
TOVE	Deposition Transcript	Veritext, LLC - William Francis Expert Depo	8/1/24	2398	\$ 1,929.20
TOVE	Expert Witness	Garry Kitchen - Supplemental	9/3/24	2559	\$ 300.00
TOVE	Expert Witness	Garry Kitchen - Supplemental	9/8/24	2559	\$ 650.00
TOVE	Deposition Transcript	Veritext, LLC - PMK for TOVE	9/25/24	2559	\$ 1,337.52
TOVE	Court Parking	Motion Appearance - Larry Parking at Court	10/15/25	2658	\$ 18.00
					\$ 43,917.24